

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA  
3 BEFORE THE HONORABLE LARRY R. HICKS, DISTRICT JUDGE

4 ORACLE USA, INC., a Colorado :  
5 corporation; ORACLE AMERICA, :  
6 INC., a Delaware corporation; :  
7 and ORACLE INTERNATIONAL : No. 2:10-cv-0106-LRH-PAL  
8 CORPORATION, a California :  
9 corporation, :  
10 Plaintiffs, :  
11 vs. :  
12 RIMINI STREET, INC., a Nevada :  
13 corporation; and SETH RAVIN, :  
14 an individual, :  
15 Defendants. :  
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17 TRANSCRIPT OF JURY TRIAL - DAY 7  
18 (Pages 1083 through 1353)

19 September 22, 2015

20 Las Vegas, Nevada

21  
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1 LAS VEGAS, NEVADA, SEPTEMBER 22, 2015, 7:57 A.M.

2 --oOo--

3 P R O C E E D I N G S

4  
5 (Outside the presence of the jury.)

6 THE COURT: Good morning. Have a seat, please.

7 The record will show we're in open court. The  
8 jury is not present. Counsel and the parties are.

9 I'm advised that there's an issue that counsel  
10 wish to raise with the Court.

11 MR. HIXSON: Good morning, Your Honor. Thank  
12 you.

13 I wanted to raise an issue in light of  
14 yesterday's cross-examination of Mr. Allison and what I  
15 expect will be the continued cross today.

16 As the Court knows, Rimini has withdrawn its  
17 license defense as to PeopleSoft software and has  
18 stipulated that the PeopleSoft license agreements are all  
19 materially the same. So supposedly we aren't having a  
20 trial about the licenses, it's about Mr. Ravin's claimed  
21 good faith basis.

22 Yet yesterday on cross-examination Rimini went  
23 into all kinds of license provisions that Mr. Ravin did not  
24 identify as part of his good faith basis, and at times  
25 Rimini's counsel seemed to be suggesting that there were

1 material differences between the licenses which is contrary  
2 to the stipulation that the parties have agreed to.

3 Today we are apparently going to get into the  
4 Siebel and JD Edwards licenses, and I'm concerned that,  
5 again, there will be questions that go outside Mr. Ravin's  
6 claimed good faith basis and that tread on issues that  
7 aren't legitimately in dispute between the parties.

8 For example, there's no dispute that Rimini  
9 can't use the Siebel and JD Edwards software on its  
10 computers. The Court resolved that on summary judgment,  
11 leaving the triable question of fact to be whether Rimini  
12 did, in fact, use the software on its systems which  
13 Mr. Allison has no percipient knowledge about.

14 And so in light of what happened yesterday, I'm  
15 afraid if we get into more questions about contract  
16 provisions that Mr. Ravin gave no testimony about and that  
17 aren't actually in dispute between the parties, I will feel  
18 the need to make additional relevance objections to those  
19 questions.

20 So I'm not asking for a ruling right now, but I  
21 did want to preview this concern for Your Honor in light of  
22 how things unfolded yesterday and to explain why I may be  
23 making more relevance objections today.

24 THE COURT: Thank you, Mr. Hixson.

25 Mr. Strand?

1 MR. STRAND: Your Honor, if I might briefly  
2 respond.

3 First, probably to solve the problem, I intend  
4 to spend just a very few minutes on the Flint license which  
5 was one of the two licenses that was stipulated to.

6 I do not intend to go into any depth at all on  
7 JDE and Siebel licenses apart from the Rule 1006 summary  
8 exhibit, 5466 submitted by plaintiffs.

9 The reason, Your Honor, that yesterday -- by way  
10 of explanation, the reason yesterday the Court heard about  
11 the Brazoria County license was because Mr. Isaacson  
12 brought that up and inquired at length about that with  
13 Mr. Ravin during his cross-examination.

14 And while the stipulation says identical or  
15 similar to, I wanted to point out for the jury that similar  
16 to doesn't mean identical. I'm not going back into that  
17 today.

18 I don't think there's going to be an issue with  
19 regard to the remainder of it.

20 If I could, Your Honor, though, to avoid some of  
21 the clunkiness we had yesterday, and I don't want to raise  
22 hackles or cause problems, when counsel makes an objection,  
23 if he can state the ground, I can either rephrase my  
24 question to avoid the problem, or, if it's something that  
25 really merits the Court's attention, I'm happy to argue it

1 in open court in front of the jury or if Your Honor would  
2 prefer to go and do it at sidebar.

3 But it's very difficult for me to ask questions,  
4 get an objection without a ground and then not know.

5 I apologize completely. I had what we commonly  
6 refer to as a brain cramp early in the examination, and I  
7 apologize for that. But I'm talking about objections later  
8 in the cross-examination where I got an objection, it was  
9 sustained, and, frankly, I did not know the grounds.

10 If we can work together on that with counsel, it  
11 would be greatly beneficial to me.

12 THE COURT: All right. Well, I expect that  
13 counsel -- and counsel always should state the grounds when  
14 an objection is interposed.

15 Most trial objections can be resolved fairly  
16 shortly by the Court. If they can't, I'll ask for a  
17 sidebar conference. And I am not a judge who wants counsel  
18 to argue evidentiary motions and objections in front of the  
19 jury.

20 MR. STRAND: Thank you, Your Honor, for the  
21 guidance.

22 THE COURT: All right.

23 MR. STRAND: And I'll -- if you feel at all  
24 concerned about I'm going outside the bounds, let us know,  
25 and I'll stop.

1           THE COURT: And I would just state, Mr. Hixson,  
2           for your benefit, on the relevancy concerns, it strikes me  
3           that Mr. Allison is -- he's testified about -- well, first  
4           of all, the stipulation is what the stipulation is, and the  
5           Court is certainly going to give an instruction on that and  
6           that in fact is the case.

7           The language as it differs between the  
8           agreements I think is a subject that's relevant  
9           cross-examination because he testified generally as to the  
10          different agreements. And that's just kind of my sense of  
11          where we are.

12          So with that in mind, let's bring in the jury.

13          MR. STRAND: Thank you, your Honor.

14          COURTROOM ADMINISTRATOR: Yes, Your Honor.

15          THE COURT: Mr. Allison, you can retake the  
16          witness stand.

17          (Jurors enter courtroom at 8:05 a.m.)

18          THE COURT: Good morning. Have a seat, please.

19          The record will show that we are in court, the  
20          parties and counsel are present, and the jury is all  
21          present. And we're in the course of Mr. Strand's  
22          cross-examination of Mr. Richard Allison of Oracle.

23          Mr. Strand, you may go forward.  
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RICHARD ALLISON

recalled as a witness on behalf of the  
Plaintiffs, having been previously sworn,  
was examined and testified as follows:

CROSS EXAMINATION RESUMED

BY MR. STRAND:

Q. Good morning, Mr. Allison. How are you this morning?

A. Good morning. Thank you.

Q. If you would get the Flint license agreement, Exhibit 698 in front of you. You may be relieved to know I'm not going to look at any specific provisions, but if you wanted to make reference to that, please do.

Let's start out with the Flint agreement, Exhibit PTX 698. That's one of the two agreements referenced in the stipulation that we went back to several times; correct?

A. It is.

Q. The word site, with a capital S, is defined in that agreement; correct?

A. Site is defined.

Q. I'm going to put a couple lines under that. That's defined. And that relates to service support; correct?

A. It's the location of servers for the purposes of support, correct.

1 Q. Support servers?

2 All right. And then there is a small S site in  
3 the schedule 1; correct? Footnote 1 and footnote 2?

4 A. Which exhibit are you referring to?

5 Q. I apologize. That's Exhibit 2088?

6 A. And the question again?

7 Q. There's a small, nondefined S, small S -- let me try  
8 that again.

9 There's a small S site in footnote 1 and 2 in  
10 Exhibit 2088, schedule 1 to the Flint exhibit; correct?

11 A. There is.

12 Q. And that -- that term is not defined; correct?

13 A. It simply says "servers at licensee's sites,"  
14 correct.

15 Q. All right. And then there is another term which is  
16 not defined which is back in 698, and that's facilities  
17 with a small F; right?

18 A. If you're referring to section 1.1?

19 Q. Yes, sir?

20 A. "Its facilities in the territory," correct, it's not  
21 capitalized.

22 Q. All right. And that's not defined; right?

23 A. It is not, although I think I understand the  
24 meaning.

25 Q. I understand.

1                   And then there is another term that -- is there  
2 something distracting you, sir? I just didn't -- I saw you  
3 looking over. I didn't want anything in the courtroom to  
4 distract you?

5       A.       No, actually, I was just thinking, thank you.

6       Q.       Okay. Good.

7                   Now, there's another defined term in that  
8 phrase, capital T territory?

9       A.       There is.

10      Q.       Okay. And that's a defined term too; right?

11      A.       It is. It's capitalized and defined.

12      Q.       And that's in this Flint agreement -- I'm not going  
13 to go through it all yesterday, that's the United States of  
14 America; right? Back in --

15      A.       I believe in 2088 the territory is listed as United  
16 States.

17      Q.       Okay. And the site, capital S site, in Exhibit 698  
18 is Flint; correct?

19      A.       The capital S site in Exhibit 2088 is Flint.

20      Q.       All right. Now, we were talking -- we're all caught  
21 up. It took us a long time to get there, but we're all  
22 caught up.

23                   Now, I want to talk about copies. Remember we  
24 were talking about that right at the end of the day?

25      A.       Yes.

1 Q. Look with me, if you would, please, sir --

2 MR. STRAND: And, Marie, let's get it up. It's  
3 been admitted, 6888 -- 688 -- excuse me, 698.

4 COURTROOM ADMINISTRATOR: PTX?

5 MR. STRAND: My fault. Let me start that one  
6 again. PTX 698.

7 BY MR. STRAND:

8 Q. And I'd like to look with you, please, sir, if we  
9 could, at paragraph 1.2b.

10 In 1.2b, 1.2 starts out "licensee may." Do you  
11 see that?

12 A. I do.

13 Q. That's what the license agreement allows Flint to  
14 do.

15 In b, it says,

16 "Make a reasonable number of copies of the  
17 Software, solely for: use in accordance with the terms set  
18 forth herein in the Territory for the size of the entity  
19 specified in the applicable Schedule."

20 See that?

21 A. I do.

22 Q. Looking at Exhibit 698 and 2088, can you tell me  
23 what the parties agreed to was the reasonable number of  
24 copies of the software?

25 A. Well, simplest place to look, I think, is probably

1 2088 in the first bullet or footnote, excuse me.

2           You have "the right to make as many production  
3 copies on one or more servers at licensee's site(s) as  
4 necessary to meet the needs upon which the licensee's fee  
5 is based."

6       Q.     Okay. So I'm clear on that, that means that Flint  
7 could make as many copies of the software as it wanted so  
8 long as it used them at the small S sites; correct?

9       A.     At the licensee's site, yes. And that's actually --  
10 yeah, correct, site or sites.

11       Q.     Okay. Now, did Oracle anticipate that its licensees  
12 would make archival or backup copies?

13       A.     I believe in section 1.2b it states that.

14       Q.     Okay. Now, did Oracle anticipate that those  
15 archival and backup copies would be stored offsite?

16       A.     In 1.2a it says,  
17                "In the event that a server at its facility is  
18 inoperable," meaning it doesn't work, "use the Software  
19 temporarily on a backup Server, which may be a third-party  
20 site provided that the backup server is under the sole  
21 control of Licensee and the Software installed on the  
22 backup Server is used only in accordance with this  
23 Agreement."

24       Q.     Right.

25       A.     So it's under the control of the licensee and the

1 terms of the agreement.

2 Q. All right. Now, what I'm asking about is not  
3 actually operating the software, but using -- storing an  
4 archival or backup copy.

5 Did Oracle anticipate that the licensee would  
6 store the archival or backup copy off of the small S site?

7 A. I don't see where it says that it can be offsite  
8 other than the paragraph I read to you.

9 Q. Now, IT 101 would suggest that storing your archival  
10 copy at the same place as you have your production copy is  
11 not a good idea; isn't that correct?

12 A. That assumes you only have one site. You could have  
13 two buildings, two locations, and I think it's pretty clear  
14 here that the third-party site, as I mentioned, is limited  
15 to the sole control of the licensee.

16 Q. That's the operating, the backup copy, not storing  
17 it; correct?

18 A. Correct. Doesn't say store anywhere that I can see  
19 here.

20 Q. Right. Now, you testified yesterday -- let me ask  
21 this question. In your experience as the head of the  
22 Global --

23 A. Practices.

24 Q. -- Practices Group, have you had occasion to be  
25 involved in situations where Oracle audits its customers?

1 A. I have.

2 Q. To determine compliance with licenses; correct?

3 A. Correct.

4 Q. And during the course of those audits, have Oracle  
5 and one or more of its clients ever disagreed about the  
6 scope of the license?

7 MR. HIXSON: Objection; vague and outside the  
8 scope of direct.

9 THE COURT: Sustained.

10 BY MR. STRAND:

11 Q. To your knowledge, Mr. Allison, has Oracle ever  
12 licensed a third party to provide maintenance and support  
13 services that replaced Oracle's support services?

14 MR. HIXSON: Same objections.

15 THE COURT: Sustained.

16 BY MR. STRAND:

17 Q. Now, let's look at 5466, Mr. Allison. That's the  
18 summary exhibit you and Mr. Hixson spoke about last Friday;  
19 correct?

20 A. It is.

21 Q. And you reference on the first page the Siebel  
22 software and, on the second page, the JD Edwards software.  
23 Correct?

24 A. Correct.

25 Q. And without getting into a battle about identical or

1 similar, is it fair to say that the language in the  
2 PeopleSoft agreements is similar to the language in the JD  
3 Edwards agreements and the Siebel agreements insofar as  
4 that's the language we're concerned about here?

5 MR. HIXSON: Vague.

6 THE COURT: It's -- I'll allow the question.

7 THE WITNESS: I believe most of the terms in  
8 question are similar, for example, "for internal use only,"  
9 there's some site restrictions, there's some copy  
10 restrictions, things of those nature that are generally  
11 similar.

12 Q. Good. You saved us a bunch of time. Let me ask you  
13 a couple more questions then.

14 Now, in looking at the Siebel and JDE  
15 agreements, you looked at the basic license agreement,  
16 correct, the master agreement?

17 A. I did. I referenced the master agreements.

18 Q. You didn't look at the schedules to those  
19 agreements; correct?

20 A. I did not look at the schedules.

21 Q. And if we wanted to understand everything that was  
22 in those agreements, what the parties agreed to, we'd need  
23 to look at both the master agreement and the schedules,  
24 wouldn't we?

25 A. Well, the master agreement is the terms that



1 generally grant the license.

2 Normally the schedules are the documents that  
3 provide the specific programs that are being licensed. So  
4 to understand what programs they licensed, you'd actually  
5 need to have the schedule.

6 Q. But, for example, in our Flint license, we had to  
7 look at the schedule to understand what site meant to  
8 Oracle; correct?

9 A. For that particular agreement, yes.

10 Q. Okay. So there could be some of the agreements,  
11 both Siebel and JDE, where you would have to look to the  
12 schedules to understand the entire agreement just like we  
13 had to do with Flint; correct?

14 A. It's possible.

15 Q. You didn't do that with regard to the 48 Flint  
16 agreements -- or, excuse me, the 38 Siebel agreements;  
17 correct?

18 A. I did. I referred to the master agreements.

19 Q. All right. Now, I want to turn your attention just  
20 briefly to footnote 1 on Exhibit 5466, page 1?

21 A. Yes.

22 Q. You say down there that there were 48 Siebel  
23 customers at issue in the case; correct?

24 A. Correct.

25 Q. But that after a diligent search, Oracle was unable

1 to locate 12 Siebel customer licenses; correct?

2 A. Correct.

3 Q. All right. That's about -- not about, it's actually  
4 25 percent of the licenses at issue for Siebel in this  
5 case, those 12; correct?

6 A. Your math is correct.

7 Q. Good. Now, do you know when those copies of those  
8 agreements went missing?

9 A. No, we couldn't locate them.

10 Q. Do you know if it was before Siebel was acquired by  
11 Oracle or after?

12 A. I do not.

13 Q. Do you know if it was before the litigation was  
14 filed or after?

15 A. All I know is we couldn't locate them. We didn't  
16 destroy any files if that's what you're asking.

17 Q. Didn't ask, did you?

18 A. Absolutely not.

19 MR. STRAND: All right. Now, let's look at a  
20 slide from Mr. Isaacson's opening. It's called Pilot  
21 Clients. If we could get that one up, please, Marie.

22 BY MR. STRAND:

23 Q. Looking at -- have you ever seen this slide before,  
24 sir?

25 A. I have not.

1 Q. Okay. But you see a series of client names around  
2 the outside there?

3 A. I do.

4 Q. All right. Looking at the list of the 12 -- excuse  
5 me, of the 12 Siebel customers at issue in this case that  
6 Oracle couldn't find the licenses for, do you see some of  
7 those there that are on Mr. Isaacson's list of first Siebel  
8 customers; for example, Wenger?

9 A. I see Wenger, yes.

10 Q. And do you see also Beekley?

11 A. I do.

12 Q. And do you see also Medical Protective?

13 A. I do.

14 Q. So three of the customers that Oracle has identified  
15 as Rimini's first Siebel customers are customers for which  
16 Oracle has been unable to locate a license agreement;  
17 correct?

18 A. That's correct.

19 Q. And as you sit here today, you do not know what the  
20 terms of any of those 12 license agreements are, do you?

21 A. We have not reviewed agreements because we couldn't  
22 locate them.

23 MR. STRAND: Now, let's look at the JDE license  
24 page -- conclusions, page 2 of your document -- no, I'm  
25 sorry, excuse me, I'm sorry, 5466, Marie.

1 BY MR. STRAND:

2 Q. And page -- you also have a footnote 4 there. There  
3 were two of the 69 -- excuse me, 71 JDE software agreements  
4 at issue in this case that you were unable to locate;  
5 correct?

6 A. That's correct.

7 Q. And you don't know what they say either; correct?

8 A. I do not.

9 Q. And you don't know why they're gone?

10 A. I do not, not -- I don't know why we couldn't locate  
11 them, no.

12 Q. Now, I'm going to shift gears. I want to talk a  
13 little bit with you about Oracle Database, okay?

14 Oracle Database, customers can get a license to  
15 the Oracle Database software product; correct?

16 A. They can; it's available.

17 Q. And Oracle makes that or manufacturers, sells that  
18 database product; correct?

19 A. We do, we license it.

20 Q. Excuse me. I'm sorry. I promised her I wouldn't do  
21 that. My fault.

22 There are other database products available on  
23 the market, are there not?

24 A. There are.

25 Q. For example, Microsoft SQL?

1 A. That's a database.

2 Q. And IBM DB2?

3 A. That's also a database.

4 Q. Would you look with me for a minute at Plaintiffs'  
5 Exhibit 651, which has already been admitted into evidence.  
6 PTX 651. I think I've got it.

7 This is -- do you have that in front of you,  
8 sir?

9 A. I do.

10 Q. This is the form of the license that a Oracle  
11 customer could get in the order to license the Oracle  
12 Database product; correct?

13 A. Correct. This is the 2010 version.

14 Q. And versions prior to that were relatively the same  
15 or similar; right?

16 A. They were similar, yes.

17 Q. Okay. Would you look with me, please, sir, for just  
18 a moment at Exhibit 651, paragraph C.

19 MR. STRAND: And I want to focus on the first  
20 couple of sentences.

21 So, Marie, if you want to blow that up even  
22 bigger, we can do that, then everyone can see it. That  
23 looks good.

24 BY MR. STRAND:

25 Q. The first sentence says,

1           "Upon Oracle's acceptance of your order, you  
2     have the nonexclusive, nonassignable, royalty free,  
3     perpetual (unless otherwise specified in the ordering  
4     document), limited right to use the programs and receive  
5     any services you ordered solely for your internal business  
6     operations and subject to the terms of this agreement,  
7     including the definitions and rules set forth in the order  
8     and the program documentation."

9           Did I read that correctly?

10          A.     You did.

11          Q.     That's the -- what we've talked about forever, a  
12     similar paragraph in the Flint agreement, 1.1, the grant  
13     clause; right?

14          A.     It is a grant clause.

15          Q.     Let's now read the next sentence in paragraph C of  
16     Exhibit 651. It says,

17                 "You may allow your agents and contractors  
18     (including, without limitation, outsourcers) to use the  
19     programs for this purpose and you are responsible for their  
20     compliance with this agreement in such use."

21           Did I read that correctly?

22          A.     You did.

23          Q.     Those are the terms of the Oracle Database form  
24     license from 2010; correct?

25          A.     Correct.

1 Q. Now, let's look at paragraph D. I'm looking at the  
2 last sentence of paragraph D. It's entitled Ownership and  
3 Restrictions. Do you see that?

4 A. I do.

5 Q. And the last sentence of paragraph D says,  
6 "You may make a sufficient number of copies of  
7 each program for your licensed use and one copy of each  
8 program media."

9 Did I read that correctly?

10 A. You did.

11 Q. And that's the term of the form license for the  
12 Oracle Database product; correct?

13 A. That's correct.

14 Q. Now, I want to shift gears one more time. I want to  
15 talk about downloads for just a minute. Have that in mind?

16 If you could look with me -- but let's not put  
17 it up on the screen -- PTX 1569.

18 I'll represent to you, sir, that that's a  
19 document dated March 1st, 2008. Do you see that down in  
20 the lower left-hand corner?

21 A. I do.

22 Q. Do you recognize that document?

23 A. It's the terms of use for the Metalink support site.  
24 I do.

25 Q. Is that document generated by your team?

1       A.       They did work on this, yes.

2               MR. STRAND:   Your Honor, I move the admission of  
3 PTX 1569.

4               MR. HIXSON:   No objection.

5               THE COURT:    It's admitted.

6               MR. STRAND:   Thank you.

7               (Plaintiffs' Exhibits 1569 received into  
8 evidence.)

9               MR. STRAND:   Thank you.   You may put it on the  
10 screen.

11               I want to look at the third big paragraph there  
12 right in the middle, starts out "however."   About six lines  
13 down, Marie.

14 BY MR. STRAND:

15       Q.       This is language starting with "however" that was  
16 added in March of 2008 by Oracle to the Metalink terms of  
17 use; correct?

18       A.       I believe that's when it was added, yes.

19       Q.       And the Metalink terms of use are those terms of use  
20 regarding access and use of the Oracle Services website  
21 we've been talking about; right?

22       A.       It was, it was the site for the PeopleSoft and JD  
23 Edwards licenses.   It didn't include the Oracle products.

24       Q.       Right.   And to try to kind of shortcut this, the  
25 language in the Siebel license terms and conditions was



1 pretty similar, wasn't it?

2 A. I believe it was similar, yes.

3 Q. And by this time, since Oracle had acquired both  
4 companies, it was getting to be ever more similar; correct?

5 A. That's true.

6 Q. All right. Let's look at that sentence. I'll read  
7 it.

8 "However, the Materials may be shared with or  
9 accessed by third parties who are your agents or  
10 contractors acting on your behalf solely for your internal  
11 business operations and you are responsible for their  
12 compliance with these Metalink Terms of Use."

13 Did I read that correctly?

14 A. You did.

15 Q. What this meant was that a licensee complying with  
16 these terms could have a third-party agent or contractor  
17 access materials on the website; correct?

18 A. It does say that, "for your internal business  
19 operations," correct.

20 Q. And these are the terms and conditions of the Oracle  
21 website as of March of 2008; correct?

22 A. It was the terms of use of the Metalink website as  
23 of 2008, yes.

24 Q. And similar terms were added in the Siebel website  
25 terms and conditions; correct?

1 A. I believe so.

2 Q. And this was basically to clarify the situation for  
3 Oracle's licensees; correct?

4 A. Well, this isn't -- I don't know about the  
5 clarification, this was just the language in the agreement  
6 that they agreed to upon access and use of the system.

7 I'll slow down, sorry.

8 Q. Let's go back one last time to Exhibit PTX 698.

9 Now, just looking generally at this agreement.  
10 We'll focus in. You testified earlier in your deposition  
11 that you spent days studying these -- days and days  
12 studying these agreements; correct?

13 A. Yes, I did.

14 Q. And thank you very much for your testimony, sir.

15 Let's look at 14.1. Let's look at the first  
16 sentence.

17 "The terms, conditions, pricing and any other  
18 information clearly marked 'confidential' under this  
19 Agreement are confidential and shall not be disclosed,  
20 orally or in writing by Licensee to any third party without  
21 the prior written consent of PeopleSoft."

22 Did I read that correctly?

23 A. You did.

24 Q. So it was a violation of the agreement for the  
25 licensee to show a third party this agreement; correct?

1                   MR. HIXSON: Objection, cumulative to  
2 yesterday's testimony.

3                   THE COURT: Sustained. Rephrase, please.

4                   MR. STRAND: Your Honor -- I think I made my  
5 point, and if it's cumulative, I apologize.

6                   Thank you, sir. I have no further questions.

7                   THE WITNESS: Thank you.

8                   THE COURT: Redirect examination?

9                                   REDIRECT EXAMINATION

10 BY MR. HIXSON:

11       Q.       Good morning, Mr. Allison?

12       A.       Good morning.

13       Q.       Yesterday you were asked some questions about  
14 whether you know what PeopleSoft said to customers in the  
15 course of license negotiations and whether you know how  
16 customers interpreted their licenses.

17                   Do you recall that line of questioning?

18       A.       I do.

19       Q.       Okay. So let me ask, does Oracle put its license  
20 agreements in writing?

21       A.       We do.

22       Q.       If Oracle enters into a license agreement with a  
23 customer in 2005, for example, and then several years later  
24 there's a dispute between Oracle and the customer about  
25 what it means, is it possible that the particular employees

1 who negotiated the agreement for both Oracle and the  
2 customer might no longer be with either company?

3 MR. STRAND: Your Honor, inappropriate --  
4 objection; inappropriate hypothetical, lacks foundation,  
5 outside the scope of the cross-examination.

6 THE COURT: I don't recall that this issue was  
7 raised in the cross-examination. I'll sustain the  
8 objection.

9 BY MR. HIXSON:

10 Q. Okay. Why does Oracle put its license agreements in  
11 writing?

12 A. It's to memorialize them and to have a contractual  
13 basis for the relationship.

14 Q. From your review of the PeopleSoft and JD Edwards  
15 and Siebel license agreements following the acquisitions of  
16 those companies, did it appear to you that those companies  
17 also put their license agreements in writing?

18 A. They did.

19 MR. HIXSON: Let's turn to PTX 698. Matt, can  
20 you pull that up.

21 THE WITNESS: Are you working out of their  
22 binder or the redirect binder?

23 MR. HIXSON: Their binder.

24 THE WITNESS: Okay.

25 MR. HIXSON: And I'd like to pull up PTX 698,

1 page 4 of 6.

2 Oh, can we switch the electronics, Matt?

3 And please turn to paragraph 14.1 where I have  
4 some questions.

5 BY MR. HIXSON:

6 Q. Okay. The first sentence there states that,  
7 "The terms, conditions, pricing and any other  
8 information clearly marked 'confidential' under this  
9 Agreement are confidential and shall not be disclosed,  
10 orally or in writing by Licensee to any third party without  
11 the prior written consent of PeopleSoft."

12 Do you see that?

13 A. I do.

14 Q. Do you understand this provision to prevent a  
15 PeopleSoft employee from seeing the terms and conditions of  
16 that license?

17 A. It would not.

18 Q. Okay. So could a PeopleSoft employee such as  
19 Mr. Ravin, who was employed there from 1996 to 2001, be --  
20 would he be prohibited under this clause from seeing the  
21 terms of this license?

22 A. I don't believe so.

23 Q. Let's turn back to paragraph 1.1 of this license.

24 The first sentence states,

25 "PeopleSoft grants Licensee a perpetual,

1 nonexclusive, nontransferable license to use the licensed  
2 Software solely for Licensee's internal data processing  
3 operations at its facilities in the Territory for the size  
4 of the entity specified in the Schedule(s)."

5 I believe you testified on cross that the term  
6 facilities is not defined. Do you recall that?

7 A. I do.

8 Q. Do you need a definition to understand what the  
9 words "at its facilities" mean?

10 A. No. It's the possessive of licensee's facilities,  
11 it's licensee's locations.

12 Q. Okay. You were asked about the meaning of the word  
13 territory, and you said it was the United States. Do you  
14 recall that?

15 A. I do.

16 Q. Does that mean the software can be used anywhere in  
17 the United States?

18 A. It just means that the location and the terms of the  
19 agreement are under the United States. So it could be in  
20 the United States provided, again, it's still at the  
21 licensee's facilities.

22 Q. Okay. And the license also says that the software  
23 can only be used for licensee's internal data processing  
24 operations. Does that allow Rimini to use the City of  
25 Flint's software to develop and test updates to provide to

1 other customers?

2 A. No.

3 MR. STRAND: Excuse me. Objection, Your Honor.  
4 Leading.

5 THE COURT: I'll allow the question. Some  
6 leading questions are appropriate, and I think under the  
7 circumstances of this contract language that that's  
8 appropriate.

9 BY MR. HIXSON:

10 Q. Please turn to section 2.1c of this license?

11 A. Okay.

12 Q. I believe yesterday you were asked a question  
13 whether Rimini is a service bureau arrangement or service  
14 bureau. Do you recall that?

15 A. I do.

16 Q. This provision states that licensee may not,  
17 "distribute, disclose, market, rent, lease or  
18 transfer to any third party any portion of the Software."

19 Is Rimini a third party?

20 A. They are.

21 Q. Please turn to DTX 23, the Brazoria license that you  
22 were asked questions about. Sorry, PTX 23, I believe.

23 Do you have section 1.1 of the Brazoria County  
24 license in front of you?

25 A. I do.

1 Q. And here rather than using the word facilities, it  
2 says "located at the Site(S) specified in the Schedule(s)."

3 Do you recall that?

4 A. I do.

5 Q. And do you recall your testimony yesterday that the  
6 word site was defined as Brazoria County, Texas?

7 A. I do.

8 Q. So the City of Flint license says "at its  
9 facilities," and the Brazoria County license says "at its  
10 Site," which is defined to be where the customer is.

11 Understanding that the language is not exactly  
12 the same, to your understanding, is there any difference in  
13 meaning between these licenses concerning where the  
14 software can be located?

15 A. No, there's not.

16 Q. Please turn to PTX 5328. Let's look at paragraph 1  
17 there that you talked about on direct and cross.

18 What do you understand paragraph 1 of the  
19 stipulation to mean?

20 A. This is that both Oracle and Rimini agreed to the  
21 stipulation in writing, and what they agreed was that the  
22 PeopleSoft license agreements have identical or similar  
23 language to the PeopleSoft license agreements for the City  
24 of Flint and the School District of Pittsburgh.

25 Q. Okay. Can you turn to paragraph 3 on the -- it's



1 the top of the next page.

2 MR. STRAND: Objection; outside the scope, Your  
3 Honor.

4 THE COURT: Overruled.

5 BY MR. HIXSON:

6 Q. There is a sentence partway through that begins,  
7 "Specifically, Rimini will not dispute that no  
8 PeopleSoft license agreement authorized Rimini to create  
9 copies of Oracle's PeopleSoft-branded software on Rimini's  
10 systems."

11 Mr. Allison, what do you understand that  
12 statement to mean?

13 A. That Rimini in the stipulation agreed that they will  
14 not dispute that PeopleSoft license agreements did not  
15 authorize them -- no PeopleSoft license agreements  
16 authorized Rimini to create copies of our software on their  
17 systems.

18 I was confused yesterday by the line of  
19 questioning given there was a stipulation on this matter  
20 already.

21 Q. And the next sentence states,

22 "Further, Rimini will not dispute that the  
23 license agreement of any particular customer did not  
24 authorize Rimini to copy Oracle's PeopleSoft-branded  
25 software on behalf of any other customer."

1                   What do you understand that statement to mean?

2           A.       That the license agreements that were between  
3 PeopleSoft and the customer did not allow Rimini Street to  
4 use software for one customer for another customer.

5           Q.       Please turn to PTX 5466 that you were asked some  
6 questions about this morning.

7                   COURTROOM ADMINISTRATOR: I'm sorry. Which PTX?

8                   MR. HIXSON: PTX 5466.

9                   COURTROOM ADMINISTRATOR: Thank you.

10           BY MR. HIXSON:

11           Q.       And I think one of the questions you were asked is  
12 whether the PeopleSoft licenses were generally similar to  
13 the JD Edwards and Siebel licenses. Do you recall that?

14           A.       I do.

15           Q.       And referring back to the City of Flint license  
16 which is -- as you've seen, is representative of the  
17 PeopleSoft ones, to your understanding, did it authorize  
18 offsite archive and backup copies?

19           A.       It did not.

20           Q.       You were asked a question by Rimini's counsel about  
21 whether you had read all of the schedules and ordering  
22 documents that would accompany the Siebel and JD Edwards  
23 licenses. Do you recall that question?

24           A.       I do.

25           Q.       Are the terms that are summarized here in this

1 exhibit typically modified in a material way in the  
2 schedules or ordering documents?

3 A. They typically are not.

4 Q. And I believe you were asked the question whether  
5 you had looked at the ordering documents for the City of  
6 Flint PeopleSoft license. Do you recall that question?

7 A. I do.

8 Q. Do you need to look at the ordering documents and  
9 schedules for the City of Flint license to know whether the  
10 software can only be used at its facilities?

11 A. No.

12 Q. Is that stated in the master agreement?

13 A. It is.

14 Q. You were asked some questions about footnote 1 and  
15 the Siebel licenses that Oracle was unable to locate. Do  
16 you recall that?

17 A. I do.

18 Q. Do you have any reason to believe that these 12  
19 Siebel licenses were different from the ones that are  
20 summarized here in this exhibit?

21 A. No, given that 36 of 36 and 33 of 36 of the four  
22 terms mentioned are the vast majority, and it's during the  
23 same period, I'm assuming the other ones have very similar  
24 licensing as well.

25 Q. Based on your review of the Siebel licenses both in

1 the course of your job responsibilities following the  
2 acquisition of that company and reviewing these for trial,  
3 does it appear to you that Siebel used form license  
4 agreements?

5 A. They did.

6 Q. Turning to the second page of PTX 5466, I'll ask the  
7 same questions about JD Edwards.

8 Turning to footnote 4, with respect to the two  
9 license agreements Oracle was unable to locate, do you have  
10 any reason to believe they were any different from the ones  
11 that are summarized in this exhibit?

12 A. I do not. Again, 66, 67 and 69 of 69 agreements for  
13 these terms already is a vast majority if not almost all, I  
14 assume that these probably have very similar terms.

15 Q. And based on your review of the JD Edwards licenses  
16 following the acquisition and a review in preparing for  
17 trial, does it appear to you that JD Edwards used form  
18 license agreements?

19 A. They did.

20 Q. Let's turn to PTX 651 that you were asked some  
21 questions about this morning. Let's highlight the first  
22 couple sentences of section C.

23 First, do customers, when they license under  
24 this Oracle license and services agreement, have to pay for  
25 the license to Oracle Database?

1 A. They do.

2 Q. The second sentence refers to the customer being  
3 able to allow its agents and contractors including without  
4 limitation outsourcers to use the programs.

5 Do you see that?

6 A. I do.

7 Q. In your direct testimony you discussed database  
8 pricing on a per processor basis. Do you recall that?

9 A. I do.

10 Q. And can you just describe generally what that means  
11 when database licensing is based on a per processor basis?

12 A. Depending on the number of processors in a server or  
13 computer, the license pricing is based on the total number  
14 of processors or CPUs in the system.

15 Q. Okay. If a customer uses database on, for example,  
16 four of its own processors, and then a third party uses  
17 database on two additional processors for that customer,  
18 does Oracle charge for those two additional processors used  
19 by the third party?

20 A. We do. We charge for all processors for software  
21 installed.

22 Q. Please turn to PTX 1569 that you were asked about  
23 this morning. And is this one of the terms of use from  
24 Oracle's support site?

25 A. It is. It's the terms of use for the Metalink

1 support site which was the PeopleSoft and JD Edwards  
2 support site.

3 Q. Can you identify the date of this document?

4 A. I can. If you look at the footer, it says v030108.  
5 That would be March 1st, 2008.

6 Q. And you were asked some questions by Rimini's  
7 counsel about the third paragraph in there. There's  
8 language saying,

9 "However, the materials may be shared with or  
10 accessed by third parties who are your agents or  
11 contractors acting on your behalf solely for your internal  
12 business operations and you are responsible for their  
13 compliance with these Metalink terms of use."

14 So can third parties access Metalink, or could  
15 they at this time, on behalf of a customer?

16 A. They could.

17 Q. Were they free to download anything they wanted to?

18 A. No. If you look at the first sentence of that  
19 paragraph which I think is crucial here, it says,

20 "You agree that access to Metalink, including  
21 access to the service request function, will be granted  
22 only to your designated Oracle technical support contacts  
23 and that the Materials may be used only in support of your  
24 authorized use of the Oracle programs for which you hold a  
25 supported license from Oracle."

1 Q. Let's turn to the last sentence in that paragraph  
2 that says,

3 "For example, you may not use any software  
4 routines commonly known as robots, spiders, scrapers, or  
5 any other automated means, to access Metalink or any other  
6 Oracle accounts, systems, or networks."

7 When third parties such as Rimini access  
8 Metalink on behalf of customers, were they required to  
9 comply with that provision as well?

10 A. Yes, whoever is accessing the system would have to  
11 comply with that.

12 MR. HIXSON: Thank you, Your Honor. Nothing  
13 further at this time.

14 THE COURT: All right. Thank you.  
15 Recross-examination?

16 MR. STRAND: No further questions, Your Honor.  
17 Thank you very much.

18 And thank you, Mr. Allison.

19 THE COURT: Thank you, Mr. Allison. That will  
20 complete your testimony. You may step down.

21 Plaintiffs' next witness, please.

22 MR. RINGGENBERG: Good morning, Your Honor. For  
23 the next witness, plaintiffs would like to play the  
24 deposition of Mr. Dennis Chiu.

25 The parties have agreed on the portions of the

1 deposition. There's no objections.

2 We'd like to show the jury a few of the  
3 documents that are subject to testimony through the  
4 exhibits. So I'd like to review with the Court the  
5 exhibits to be shown to confirm they were previously  
6 admitted and to move to admit a small number of additional  
7 documents.

8 The list is -- previously admitted PTX 1, 5, 8,  
9 10, 49.

10 COURTROOM ADMINISTRATOR: 29?

11 MR. RINGGENBERG: 49.

12 COURTROOM ADMINISTRATOR: It was admitted by  
13 stipulation.

14 MR. RINGGENBERG: 57.

15 COURTROOM ADMINISTRATOR: By stipulation.

16 MR. RINGGENBERG: 10.

17 COURTROOM ADMINISTRATOR: Yes.

18 MR. RINGGENBERG: 217.

19 COURTROOM ADMINISTRATOR: By stipulation.

20 MR. RINGGENBERG: 223.

21 COURTROOM ADMINISTRATOR: Yes.

22 MR. RINGGENBERG: And 230.

23 COURTROOM ADMINISTRATOR: Yes.

24 MR. RINGGENBERG: In addition, Your Honor, we'd  
25 like to move into evidence and understand there's no



1 objections to Plaintiffs' Trial Exhibits 205 --

2 MR. RECKERS: No objection, Your Honor.

3 MR. RINGGENBERG: 235.

4 MR. RECKERS: No objection.

5 MR. RINGGENBERG: And 246.

6 MR. RECKERS: No objection.

7 MR. RINGGENBERG: Ladies and gentlemen, you're  
8 about to see agreed portions of the videotape deposition of  
9 Mr. Dennis Chiu. He's a vice-president of Rimini Street,  
10 or was at the time of his deposition. You've already heard  
11 the subject of his testimony. We've referred to his  
12 testimony a number of times. Thank you.

13 THE COURT: All right. First of all, I'd say  
14 that the exhibits that were not previously admitted are  
15 admitted at this time pursuant to agreement of counsel.

16 (Plaintiffs' Exhibits 205, 235, 246 received  
17 into evidence.)

18 THE COURT: Ladies and gentlemen, I think I  
19 admonished you or mentioned to you earlier that depositions  
20 are taken of witnesses in building up these cases. Each  
21 side has a right to take deposition of certain witnesses,  
22 and many times those depositions will be video-recorded.

23 Because of limitations on subpoena powers,  
24 jurisdictions, sometimes witness unavailability, the  
25 depositions can be played at trial.

1           And, in this case, we apparently have Mr. Chiu's  
2 deposition, and it is being played in respective portions  
3 that have been identified. And essentially you can assess  
4 it and treat it just as you would the testimony of any  
5 other witness in the case. So all of the same rules apply.

6           MR. RINGGENBERG: The last thing I would say is  
7 that just for your expectations, the video is 25 minutes  
8 long. Thank you.

9           (Videotape deposition of Dennis Chiu played  
10 as follows:

11 "Q. Good morning, Mr. Chiu. Did you work for  
12 Siebel for several years?

13 A. I did.

14 Q. When did you work for Siebel?

15 A. I worked for Siebel from April 1998 until  
16 October 2005.

17 Q. And did you work for Siebel after it was  
18 acquired by Oracle?

19 A. I did not.

20 Q. You left Siebel in connection with Oracle's  
21 acquisition or shortly thereafter?

22 A. Yes.

23 Q. And you began work at that time for Rimini  
24 Street?

25 A. Yes.

1 Q. And what positions have you had at Rimini  
2 Street?

3 A. I've held the position of vice president of  
4 Siebel support services and vice president of  
5 on-boarding.

6 Q. What's your current position?

7 A. Vice president of our Siebel support  
8 services.

9 Q. Do you continue to have responsibility for  
10 on-boarding?

11 A. No. I primarily have responsibility for our  
12 Siebel support services. I --

13 Q. I'm sorry, go ahead.

14 A. Again, just for any historical references, I  
15 still help the on-boarding process a little.

16 Q. That is people on the on-boarding team might  
17 come to you with questions, for example?

18 A. Correct.

19 Q. When did you transition out of the role of  
20 vice president of on-boarding?

21 A. January of 2011.

22 Q. And did you also handled Siebel support  
23 before January 2011?

24 A. Yes. I had primary responsibility for Siebel  
25 support practice and continued to have some overlap with

1       our Siebel team, even just do part of the business. And  
2       then Kien Phung, a member of my team, was promoted to the  
3       manager of support services and had primary  
4       responsibility for the team for a period of, I think,  
5       over year.

6       Q. And what year was that?

7       A. 2010.

8       Q. And as vice president of on-boarding, what  
9       were your responsibilities?

10      A. My responsibilities included helping new  
11      clients with the transition to Rimini Street support  
12      services from their prior vendor.

13      Q. And what did that entail?

14      A. It entailed providing clients with the  
15      information to engage, call in and email our support  
16      folks for, you know, again, service delivery.

17      Q. Was part of on-boarding, at least for some  
18      clients, obtaining copies of certain software and support  
19      material from Oracle?

20      A. Yes.

21      Q. So as part of that did you oversee Rimini  
22      Street's process of downloading material from Oracle's  
23      various support websites?

24      A. Yes.

25      Q. And that includes from the SupportWeb website

1 operated by Siebel; is that right?

2 A. Yes. I assisted with that.

3 Q. As well as Customer Connection?

4 A. Yes. I assisted with that.

5 Q. My Oracle Support?

6 A. Yes. I assisted with that.

7 Q. Was there anyone else at Rimini Street who  
8 had responsibility for those tasks, that is downloading  
9 Oracle software and support materials from those  
10 websites?

11 A. Yes. I had a team that would assist with the  
12 actual download and completion of those tasks.

13 PAGE 12:10 TO 12:24 (RUNNING 00:00:42.938)

14 Q. And when -- did clients ever raise a concern  
15 with Rimini Street, to your knowledge, about whether it  
16 was appropriate for Rimini Street to have copies of  
17 PeopleSoft, JD Edwards or Siebel software?

18 A. I'm not aware of situations where clients  
19 would request that directly to on-boarding about copies  
20 of their software.

21 Q. That is to say, as part of the on-boarding  
22 process, you or people working for you would ask clients,  
23 "Hey, I need a copy of XYZ," or "Would you help us  
24 request these materials from Oracle," and you don't  
25 recall any customers ever raising a concern about whether

1       that was appropriate or not?

2       A. I don't recall clients specifically raising  
3       that as a concern about getting us their software.

4               PAGE 22:12 TO 22:16 (RUNNING 00:00:15.141)

5       Q. As part of the on-boarding process, did you  
6       ever ask clients to provide the terms of their Oracle  
7       licenses?

8       A. I don't recall requesting clients to provide  
9       me a copy of their terms of their licenses.

10              PAGE 24:01 TO 24:06 (RUNNING 00:00:16.914)

11      Q. Sure. When you were helping to define the  
12      on-boarding process, did you ever consider whether you  
13      ought to ask for the terms of your client licenses so  
14      that you could be sure that they were complied with?

15      A. I don't recall the specific circumstances for  
16      any discussion along that line.

17              PAGE 24:12 TO 24:18 (RUNNING 00:00:14.816)

18      Q. You understand that one of Rimini Street's  
19      defenses in this case is that everything it's doing is  
20      authorized because the clients' licenses authorize it;  
21      right?

22      A. I understand our clients are extending us  
23      their licenses to work with their software to provide  
24      them support.

25              PAGE 27:11 TO 27:16 (RUNNING 00:00:17.456)

1 Q. BY MR. RINGGENBERG: So if you had a question  
2 and Mr. Ravin gave you direction, you would -- you would  
3 follow him; right?

4 A. Seth Ravin, as our president and CEO, often  
5 gave direction, and, you know, we would follow, you know,  
6 through with our direction.

7 PAGE 29:20 TO 29:21 (RUNNING 00:00:02.366)

8 Q. Let me offer you what will be Exhibit 221.

9 (Exhibit 221 was marked for identification.)

10 PAGE 31:23 TO 32:07 (RUNNING 00:00:35.064)

11 Q. In the next paragraph I want you to look at  
12 the sentence that starts "we abide." It says, "We abide  
13 by the same requirements governing the terms and use of  
14 the clients' software licenses and go out of our way to  
15 safeguard the use of the Customer Connection ID solely  
16 for the purpose of creating the development environment  
17 that is used for the support and development of the  
18 regulatory updates that the clients has contracted."  
19 Did you write that to USI?

20 A. I wrote that to Shyam at USI.

21 PAGE 33:22 TO 33:24 (RUNNING 00:00:05.379)

22 Q. BY MR. RINGGENBERG: Sure. My question is  
23 very simple. This is what you told the client. I'm  
24 asking you if what you told the client was true?

25 PAGE 34:01 TO 34:03 (RUNNING 00:00:09.081)

1 THE WITNESS: I don't know if that is true,  
2 so I don't know if I can make a comment about whether  
3 that is, in fact, true.

4 PAGE 34:13 TO 34:23 (RUNNING 00:00:21.172)

5 Q. You agree that you've never seen the terms of  
6 Energen's license with Oracle; is that right?

7 A. Correct. I've never seen the terms and  
8 conditions of Energen's license with Oracle.

9 Q. You did not know what they were in March of  
10 2008?

11 A. I did not know what they were in March of  
12 2008.

13 Q. Nonetheless, you told the client you abided  
14 by them?

15 A. It looks like I told them that.

16 PAGE 87:23 TO 87:24 (RUNNING 00:00:03.500)

17 Q. Let me offer you what will be Exhibit 234.  
18 (Exhibit 234 was marked for identification.)

19 PAGE 88:05 TO 88:16 (RUNNING 00:00:39.039)

20 Q. And are you forwarding to Mr. Slarve that  
21 same login and password that was used in the previous  
22 exhibit, Exhibit 233?

23 A. Yes. It looks like this is the login and  
24 password I forwarded to Dan Slarve.

25 Q. And that's the login for a customer called



1 Leads Customer Growth; is that right?

2 A. Yes, Leads Customer Growth.

3 Q. Was Leads Customer Growth ever provided a  
4 SupportWeb Extract?

5 A. I do not recall if Leads Customer Growth was  
6 provided a SupportWeb Extract.

7 PAGE 95:15 TO 95:19 (RUNNING 00:00:13.123)

8 Q. Do you have any reason to believe that there  
9 was any active work for Leads in July, August, September  
10 of 2006?

11 A. I don't believe we were providing any active  
12 support to Leads for this period.

13 PAGE 124:05 TO 124:12 (RUNNING 00:00:28.734)

14 Q. Does Rimini, under your supervision as the VP  
15 of on-boarding, download material from E-Delivery?

16 A. Yes, we will do that for clients as part of  
17 their entitled software archive.

18 Q. Has Rimini ever downloaded material from  
19 E-Delivery other than for a client-specific purpose?

20 A. I don't recall if we've downloaded it for  
21 other clients outside of the ones we've performed it for.

22 PAGE 128:10 TO 128:11 (RUNNING 00:00:03.237)

23 Q. Let me offer you Exhibit 241.

24 (Exhibit 241 was marked for identification.)

25 PAGE 128:17 TO 129:02 (RUNNING 00:00:35.745)

1 Q. Did you inform Mr. Ravin on that day about  
2 the existence of Oracle's E-Delivery website?

3 A. It looks like that's what I was informing him  
4 of, yes.

5 Q. Did you describe E-Delivery as, quote, "An  
6 open door to their software," end quote?

7 A. I see where I say that here, yes.

8 Q. And did you also tell Mr. Ravin, quote, "It  
9 sounds to me like they just said, 'Help yourself to the  
10 buffet,'" closed quote?

11 A. I see where I say that here.

12 PAGE 129:16 TO 129:25 (RUNNING 00:00:39.646)

13 Q. Can you explain this email in light of the  
14 policy you said that Rimini has about downloading  
15 material from Oracle?

16 A. I know we have our policy about completing  
17 the archive. I know this was an email I sent to Seth  
18 about the availability of software on E-Delivery, which  
19 is different from the way Siebel fulfilled software when  
20 Siebel was independent of Oracle. And then again, this  
21 was just informational for Seth. And he was making a  
22 statement about what he thought.

23 PAGE 130:07 TO 130:10 (RUNNING 00:00:06.118)

24 Q. BY MR. RINGGENBERG: You don't think you have  
25 some explaining to do as far as reconciling this email

1 with the policy you've described Rimini had with regard  
2 to downloading software?

3 PAGE 130:12 TO 130:22 (RUNNING 00:00:39.539)

4 THE WITNESS: I'm not saying there wasn't  
5 additional conversation or a separate conversation about  
6 that, but I don't know -- I don't have any context of  
7 additional information besides this information I sent to  
8 Seth.

9 Q. BY MR. RINGGENBERG: What context do you  
10 think you might need?

11 A. The context -- merely the fulfillment of the  
12 media of Siebel medias now available on E-Delivery. And  
13 again, that it was different from how Siebel originally  
14 delivered software to customers.

15 PAGE 131:18 TO 132:09 (RUNNING 00:00:56.174)

16 Q. If Rimini's policy was to only download  
17 material for client-specific purposes, wouldn't you have  
18 expected a different response from Mr. Ravin?

19 A. Again, I can't speculate on what other  
20 responses. This is the response that Seth did send in  
21 regards to the email I sent to him.

22 Q. You also told Mr. Ravin that E-Delivery,  
23 quote, "Does not check the info entered against any  
24 license agreement," closed quote.

25 Do you see that?

1 A. I do see that. Yes.

2 Q. Why did you say that? What's the  
3 significance of that?

4 A. What I was saying is -- I believe is a  
5 reference to the fact that E-Delivery does not use the  
6 login credentials from SupportWeb to access it, because  
7 it's independent of SupportWeb.

8 PAGE 132:17 TO 133:04 (RUNNING 00:00:35.924)

9 What that meant, as a technical matter, was  
10 that you had found a way to download any software on  
11 E-Delivery even if a client didn't have a valid login at  
12 that time; right?

13 A. My understanding was that the E-Delivery site  
14 did not use a login and password credential like  
15 SupportWeb.

16 Q. And that's why it was an open door to their  
17 software; right?

18 A. That it was different from the way Siebel  
19 fulfilled software, which was to request it through  
20 SupportWeb using the login and password to get software  
21 fulfilled.

22 PAGE 133:05 TO 133:09 (RUNNING 00:00:15.338)

23 Q. Did you think it was acceptable to download  
24 material off E-Delivery without a -- purchasing a license  
25 from Oracle?

1 A. Rimini Street performed downloads on behalf  
2 of clients based on their entitled software.

3 PAGE 133:10 TO 133:15 (RUNNING 00:00:13.936)

4 Q. Does that mean you thought it was  
5 inappropriate to download material from E-Delivery that  
6 was uncovered by a client list?

7 A. Again, I wouldn't be able to speculate on it,  
8 whether it would be right or wrong to do that for  
9 original software.

10 PAGE 134:05 TO 134:17 (RUNNING 00:00:35.291)

11 Q. What was your view as to whether it was  
12 appropriate to download software from E-Delivery for  
13 which there was no client license?

14 A. At that point in time, I don't recall what my  
15 view was of downloading licenses. I didn't reference  
16 anything specifically to what it said about the rights to  
17 licenses. At the point that this email came up, I don't  
18 see any reference to that. I don't recall.

19 Q. You don't think "help yourself to the buffet"  
20 is an expression about whether it's appropriate or  
21 inappropriate to do this?

22 A. It's one expression, but I don't know if  
23 that's entirely reflective of all my views.

24 PAGE 156:11 TO 156:11 (RUNNING 00:00:00.466)

25 (Exhibit 245 was marked for identification.)

1 PAGE 157:02 TO 157:10 (RUNNING 00:00:23.653)

2 Q. Did you work with Susan Tahtaras in June in  
3 of '06 to download PeopleSoft software?

4 A. I don't recall sitting with Susan to download  
5 the PeopleSoft software, to my recollection.

6 Q. You told Mr. Ravin that you were working with  
7 her on that; right?

8 A. I told him I was working with Susan on  
9 gathering information regarding PeopleSoft software that  
10 is available to be downloaded and to compile a list.

11 PAGE 158:14 TO 158:19 (RUNNING 00:00:21.384)

12 Q. So what client were you preparing to download  
13 material -- PeopleSoft material for in June of '06?

14 A. I don't see a reference to a specific client  
15 here or a client or prospect on -- in this email. So I  
16 don't see a reference to a PeopleSoft client in this  
17 email.

18 PAGE 159:03 TO 159:06 (RUNNING 00:00:09.060)

19 Q. BY MR. RINGGENBERG: The downloading  
20 described in Exhibit 245 that you and Ms. Tahtaras were  
21 preparing for was for Rimini's software library; is that  
22 right?

23 PAGE 159:08 TO 160:02 (RUNNING 00:00:42.249)

24 THE WITNESS: I don't have any recollection  
25 whether that was for a client or a prospect or any other

1 purpose.

2 Q. BY MR. RINGGENBERG: Well, if you didn't have  
3 a client until three months later, it couldn't have been  
4 for a client, could it?

5 A. It may not have been. I'm not sure if it was  
6 for a prospect.

7 Q. And in fact, the client you obtained in  
8 September of 2006 was a Tomorrow After conversion client;  
9 right?

10 A. That one was a TomorrowNow conversion client.

11 Q. Which means that they weren't entitled to  
12 download anything from Oracle; correct?

13 A. City of Flint was not entitled to download  
14 software from Oracle.

15 Q. Meaning that the information that you're  
16 discussing with Ms. Tahtaras couldn't have been for City  
17 of Flint; right?

18 A. I don't believe it was for the City of Flint.

19 PAGE 161:03 TO 161:04 (RUNNING 00:00:02.032)

20 Q. Offer you Exhibit 246.

21 (Exhibit 246 was marked for identification.)

22 PAGE 161:11 TO 162:18 (RUNNING 00:01:13.671)

23 Q. The first email in the chain, actually on the  
24 second page of Exhibit 246, says, "Offline Explorer is  
25 now set up to download contents of the Oracle E-Delivery

1 website on a weekly basis while preserving old versions  
2 of the key files."

3 Does that refresh your recollection about  
4 whether Offline Explorer was ever used to gather material  
5 from Oracle E-Delivery?

6 A. I don't recall that, but I see where it says  
7 here that, yes.

8 Q. And your response is, "This is great, John,"  
9 exclamation point.

10 A. Okay. Yes.

11 Q. Was this for a client?

12 A. I don't recall if this was for a client.

13 Q. E-Delivery contains material relating to a  
14 broad range of Oracle material, right, PeopleSoft, JDE,  
15 Seibel?

16 A. Yes.

17 Q. And certainly no client in October 2006 was  
18 licensed for all of that, was it?

19 A. I'm not aware of a client that was licensed  
20 for all of that.

21 Q. Do you believe this -- it could have been  
22 possible that this downloading was on behalf of any  
23 particular client?

24 A. I don't know if this was done on behalf of a  
25 particular client.



1 Q. And, in fact, it couldn't have been, because  
2 no client is licensed for everything on E-Delivery;  
3 right?

4 A. I'm not aware of a client that's licensed for  
5 everything on E-Delivery.

6 PAGE 248:07 TO 249:01 (RUNNING 00:01:12.356)

7 Q. Did Rimini Street stop downloading, using  
8 automated means, after Mr. Marendola told you it was  
9 impairing Rimini -- Oracle's systems?

10 A. I believe we continued to assist in the  
11 completion of the archive task with XO to the best of our  
12 ability while this communication was still underway.

13 Q. Did -- did you have any concern that if you  
14 were impairing Oracle's systems, that you ought to stop  
15 doing what you're doing?

16 A. We were continuing to work with XO  
17 Communications as our client to, you know, work with  
18 Oracle to help us come to a resolution on -- and allow us  
19 to complete the archive on behalf of XO Communications.

20 Q. And you felt that you needed to do that even  
21 if it was impairing Oracle systems?

22 A. I'd had no information or confirmation that  
23 this was, indeed, impairing Oracle systems. That was not  
24 the intent of what we were doing. But we were continuing  
25 to try to complete this obligation that we had set forth

1 with XO Communications.

2 PAGE 249:02 TO 249:02 (RUNNING 00:00:03.776)

3 Q. Let me offer you Exhibit 262.

4 PAGE 249:12 TO 249:15 (RUNNING 00:00:14.663)

5 Q. And you were aware that Oracle's counsel had  
6 contacted XO about Rimini Street's downloading activity?

7 A. It looks like this was the contact from  
8 Oracle counsel to XO Communications.

9 PAGE 249:22 TO 250:07 (RUNNING 00:00:30.519)

10 Q. BY MR. RINGGENBERG: Rimini Street -- I'm  
11 sorry. Oracle's counsel explained that Rimini Street's  
12 use of automated tools was a violation of Oracle's terms  
13 of use; is that correct?

14 A. Again, I'm not aware of this use of the -- of  
15 Doug Baron's tools being a violation of Oracle's terms of  
16 use.

17 Q. Well, you don't disagree that Mr. Baron's  
18 tools are an automated means; right? That's true?

19 A. I do acknowledge that Doug's program is a  
20 form of automation means.

21 PAGE 250:17 TO 251:03 (RUNNING 00:00:34.923)

22 Q. After receiving this notice from Oracle's  
23 counsel, Rimini Street continued to use Mr. Baron's tools  
24 to download; is that right?

25 A. Rimini Street continued to try to assist XO

1 Communications with the completion of this archive on  
2 their behalf while this communication was in progress.

3 Q. And Rimini Street also used automated tools  
4 for other clients as well in that same time period;  
5 right?

6 A. I believe we continued to use Doug's program  
7 for clients that we were in the midst of on-boarding at  
8 that time while this communication was in process.

9 PAGE 272:19 TO 272:19 (RUNNING 00:00:02.653)

10 Q. Let me offer you Exhibit 270.

11 PAGE 273:02 TO 273:12 (RUNNING 00:00:25.295)

12 Q. Right. The second clause of the first  
13 paragraph says, "We want to try and convert as many of  
14 these clients so that we can bring an environment inhouse  
15 and reduce the pain of remote development over the course  
16 of the next couple of quarters."

17 Is that an accurate statement, sir?

18 A. It's what I stated, yes.

19 Q. And you believe that was true when you said  
20 it. You wanted to try to convert the remote development  
21 clients and bring them inhouse; right?

22 A. It looks like that was the intent.

23 PAGE 276:09 TO 277:05 (RUNNING 00:01:36.712)

24 Did you believe that Rimini Street's  
25 customers' licenses authorized Rimini Street to have

1 copies of Oracle software at Rimini Street's location?

2 A. I believe that Rimini Street's clients would  
3 be -- would have the right to extend us their software to  
4 perform work on their behalf.

5 Q. And what's your basis for saying that?

6 A. The basis is the same understanding that I've  
7 had about the client's ability to, you know, continue to  
8 use their software licenses for non-production  
9 environments, and they could allow us to do that as well.

10 Q. You believe the clients -- the software  
11 licenses allow them to have non-production copies at  
12 Rimini Street's location?

13 A. Yes.

14 Q. But why do you believe that? What gives you  
15 confidence that that's correct?

16 A. Either my experience at Seibel having seen  
17 partners and consultants in -- that clients might work  
18 with that would run non-production or -- sometimes I  
19 guess in other cases of other Seibel partners where they  
20 run production copies for customers.

21 PAGE 277:06 TO 277:08 (RUNNING 00:00:08.225)

22 Q. Anything else that you can think of other  
23 than your experience at Seibel?

24 A. I can't think of any at the moment.

25 PAGE 277:09 TO 277:10 (RUNNING 00:00:03.717)

1 Q. Let me offer you Exhibit 272.

2 (Exhibit 272 was marked for identification.)

3 PAGE 278:24 TO 280:02 (RUNNING 00:01:28.447)

4 Q. Did you make an effort to avoid tipping off  
5 clients that you were providing them information that, in  
6 fact, was obtained from SupportWeb?

7 A. I don't specifically recall an instance where  
8 we, again, continued to, again, avoid references to  
9 SupportWeb, aside from the fact that we would be their  
10 support provider, and we would be the ones to provide the  
11 expertise without -- again, without depending on  
12 SupportWeb to deliver the service.

13 Q. I mean, if you -- if you're talking to a  
14 potential client, and then you fix their problem by  
15 telling them, "Oh, look, here's a solution in  
16 SupportWeb," I guess it doesn't really make you too good  
17 as a competitor; right?

18 A. I think more to the point that when Seibel  
19 licensees referred to SupportWeb themselves, the idea was  
20 not to say that once they joined Rimini Street, they  
21 should -- or we would continue to turn to SupportWeb for  
22 answers, because that would not be a mechanism available  
23 to them.

24 Q. Uh-huh.

25 A. So continuing to reference SupportWeb would

1       only serve to remind them that they don't have access to  
2       SupportWeb.

3       Q. Uh-huh. And so you -- and that's why you  
4       said, "Even if information was derived from SupportWeb,  
5       it would have to be repositioned from our side"; is that  
6       right?

7       A. That's what it says.

8       PAGE 293:19 TO 294:10 (RUNNING 00:00:43.954)

9       Q. BY MR. RINGGENBERG: Well, do you recall any  
10      instance where a client was told that their material was  
11      commingled with software and support material from  
12      another client?

13      A. I do not recall ever telling a customer or an  
14      instance where a customer was told their material was  
15      commingled with another.

16      Q. And, in fact, there have been instances when  
17      customers have been told that's not what Rimini does;  
18      right?

19      A. I believe that they're told their support  
20      materials are not commingled, yes.

21      Q. And if you were doing one of your on-boarding  
22      calls with a new client and they asked you, that's what  
23      you would tell them; right?

24      A. I believe that would be the response that  
25      would be provided to clients.

1 PAGE 294:14 TO 294:14 (RUNNING 00:00:01.029)

2 (Exhibit 276 was marked for identification.)

3 PAGE 294:20 TO 295:07 (RUNNING 00:00:44.109)

4 Q. If you scroll through to page ending in 837,  
5 and included in here there's an email from  
6 KWilliams@RiminiStreet to someone at CKE. That's  
7 Krista Williams; right?

8 A. Yes.

9 Q. And she says, "In regards to the software, we  
10 do have other customers' updates, but those are the  
11 property of the respective customer. In order to respect  
12 Oracle's intellectual property and licensing with their  
13 former customers, we do not share software. To build  
14 Carl Karcher support environments, we use Carl Karcher  
15 software."

16 A. I see that.

17 PAGE 295:11 TO 295:21 (RUNNING 00:00:34.466)

18 Q. And that's a message -- do you believe that  
19 message has been consistently relayed to customers who  
20 make inquiries about how their software is treated?

21 A. It looks like that message has been used for  
22 Carl Karcher here and in the earlier exhibit. I don't  
23 know if it was also used in any other circumstances.

24 Q. Well, but it --

25 A. Likely it may have been.

1 Q. Yeah. And anytime someone asked you, that's  
2 the substance of the response you would provide; right?

3 A. It sounds like it.

4 PAGE 297:01 TO 297:21 (RUNNING 00:01:07.169)

5 Q. Let me ask you, has Rimini Street maintained  
6 local environments of Seibel software?

7 A. Rimini Street does have some internal  
8 environments for some of our Seibel clients.

9 Q. And what are they used for?

10 A. They're used to provide support for those  
11 clients that provided us their software.

12 Q. And why is it helpful to have a local  
13 environment to support a customer?

14 A. It provides -- it can provide the ability to  
15 attempt reproduction of an issue and to perform any  
16 diagnostic or trouble shooting if the problem can be  
17 reproduced.

18 Q. How do you decide whether, for a particular  
19 customer, you need a local environment for Seibel?

20 A. It may be a factor of whether, one, the  
21 software is available, and, two, it -- if the customer  
22 also finds that it would be helpful.

23 Q. Is that something you discuss with a client?

24 A. It can be a topic that we discuss with a  
25 client, yes.")



1 MR. RINGGENBERG: Your Honor, for our next  
2 witness, the plaintiffs call Mr. Christian Hicks.

3 MR. DYKAL: Your Honor, just for the record, my  
4 name is Ryan Dykal, and I'll be handling this witness on  
5 behalf of the defendants.

6 THE COURT: All right. Thank you.

7 COURTROOM ADMINISTRATOR: Please raise your  
8 right hand.

9 You do solemnly swear that the testimony you  
10 shall give in the cause now before the Court shall be the  
11 truth, the whole truth, and nothing but the truth, so help  
12 you God?

13 THE WITNESS: I do.

14 COURTROOM ADMINISTRATOR:

15 THE WITNESS: Christian Hicks;  
16 C-h-r-i-s-t-i-a-n, last name is, H-i-c-k-s.

17 COURTROOM ADMINISTRATOR: Please tell us your  
18 city and state of residence.

19 THE WITNESS: Boston, Massachusetts.

20 CHRISTIAN HICKS

21 called as a witness on behalf of the  
22 Plaintiffs, was examined and testified as follows:

23 DIRECT EXAMINATION

24 BY MR. RINGGENBERG:

25 Q. Good morning, Mr. Hicks?

1 A. Good morning.

2 Q. Could you please explain to the jury what you do for  
3 a living?

4 A. I'm the president of a company called Elysium  
5 Digital which is a technical litigation consulting company  
6 located in Boston.

7 We -- it's a bunch of computer scientists and  
8 computer forensic experts and other technological experts,  
9 and we analyze technology especially in connection with  
10 disputes like this one.

11 Q. And what sort of work does Elysium do with regard to  
12 digital forensics?

13 A. Well, mostly what we do is we collect and analyze  
14 digital data frequently in order to figure out what has  
15 happened in a particular set of circumstances.

16 Q. What's your educational background?

17 A. I graduated with a degree in computer science from  
18 Princeton in 1997. In 2003, I did training in computer  
19 forensics at a company called NTI, and recently I renewed  
20 my training and certification in computer forensics with an  
21 organization called GIAC.

22 Q. What is GIAC?

23 A. GIAC is a fairly well known company that does  
24 computer forensics training and certification.

25 Q. Are you the inventor of any patents relating to

1 computer software?

2 A. Yes, I'm the coinventor on three patents on  
3 unlocking software remotely.

4 Q. And have you testified previously in the field of  
5 digital forensics?

6 A. I have.

7 Q. Can you provide an example?

8 A. So the last time I did that in a federal court like  
9 this one was in a case called US v Tarian (phonetic). I  
10 was called by the United States Government to testify about  
11 some digital forensics relating to stock options.

12 Q. Have you worked on any other cases for the United  
13 States Government?

14 A. I have. Over the years my company and I have worked  
15 on a number of cases for the US Government going all the  
16 way back to 1998 when we did a case called United States  
17 versus Microsoft which was a fairly important antitrust  
18 case against the Microsoft Corporation.

19 MR. RINGGENBERG: Your Honor, I understand the  
20 Court doesn't certify experts, but absent objection, I'd  
21 like to move on to Mr. Hicks' opinion testimony in this  
22 case.

23 MR. DYKAL: No objection.

24 THE COURT: All right. He is qualified to  
25 testify in this subject matter area.

1 BY MR. RINGGENBERG:

2 Q. Mr. Hicks, what were you and your team asked to do  
3 in this case?

4 A. Generally what we were doing was we were looking at  
5 Rimini Street's acquisition of Oracle materials, looking at  
6 how those materials were acquired and stored, and what  
7 impact, if any, it had on Oracle Systems.

8 Q. And did you draw any conclusions based on that work?

9 A. We did. Up on the slide here, we concluded that  
10 Rimini had obtained material -- Oracle material that was  
11 not for any particular Rimini customer, that Rimini used  
12 automated software tools to download material from Oracle's  
13 websites, and that Rimini's downloading impacted the  
14 operation of Oracle's servers.

15 Q. How did you and your team go about reaching those  
16 conclusions?

17 A. Generally what we did was we received a number of  
18 different kinds of data, both from Oracle and from Rimini  
19 Street.

20 We took these different datasets and wrote  
21 individual, small programs that took each set of data and  
22 broke it out into its constituent pieces and then loaded it  
23 into a database.

24 Then we wrote additional programs that did  
25 fairly complicated queries against that database to

1 generate results.

2 Q. And what sorts of data did the team analyze?

3 A. All different kinds. We analyzed server logs. You  
4 can see there's a list up here. Information about Oracle's  
5 PeopleSoft updates and JDE updates, data regarding Oracle's  
6 customer contracts.

7 We also analyzed some Rimini Street -- some  
8 Oracle files that Rimini had downloaded and had labeled as  
9 customer files.

10 And then we also analyzed something called KDP  
11 Metadata which is essentially a huge file list of the files  
12 on Rimini Street's servers.

13 Q. And were the results of your analysis, including all  
14 the software programs you and your team wrote and the  
15 database you put together, was that all made available to  
16 Rimini Street in this case?

17 A. It was, it was all produced.

18 Q. So one of the issues in this case is the extent to  
19 which Rimini's copying of Oracle software and support  
20 material was authorized by the terms of their clients'  
21 licenses.

22 Did you reach any conclusion about whether  
23 Rimini Street obtained Oracle software and support material  
24 that was not for any particular customer?

25 A. Yes, we did.

1 Q. What conclusion did you reach?

2 A. That happened on a number of occasions, and it  
3 happened across all four of the product lines at issue in  
4 this case, Oracle Database, PeopleSoft, JDE, and Siebel.

5 Q. Were you able to identify whether there was any  
6 Oracle material not for any particular customer that was  
7 still on Rimini Street's systems at the beginning of the  
8 litigation?

9 A. Yes, I was.

10 Q. How were you able to do that?

11 A. So we talked earlier about that KDP metadata. So  
12 KDP is a program that you run on a computer in order to  
13 take basically -- make a giant list of all the files on the  
14 system, and that was produced so we could see all the files  
15 that were on Rimini Street's systems as of April 2011.

16 And what you see on the screen here is an  
17 example of some of the information that you have in a KDP  
18 list.

19 You see, in column A, the listing of all the  
20 file names. In column B, you have a listing of all the  
21 paths, so this is basically the folders in which the files  
22 are residing.

23 There's other information that's not visible  
24 here in other columns, like when the files were created or  
25 modified, how big the files are.

1           And so by looking at this data, we could see  
2       which files Rimini had on its system and where it was  
3       storing them.

4       Q.     The slide uses the term metadata. Can you explain  
5       that term to the jury, please?

6       A.     Metadata means data about data. So in general what  
7       that means is, in this context what you're talking about is  
8       you're talking about information about files like where  
9       they were stored, how big they are, when they were created  
10      and so on.

11      Q.     And is the name of a file an example of metadata?

12      A.     It is.

13      Q.     And how did you use the Karen's Directory Printer  
14      file listings in your analysis in this case?

15      A.     Well, one of the things that this let us do is it  
16      let us see where Rimini Street was storing materials and  
17      let us, for example, determine which materials were being  
18      stored in what Rimini Street calls customer silos and which  
19      materials are not being stored in customer silos.

20      Q.     And did that allow you to estimate how much data was  
21      in -- how much Oracle software and support material was on  
22      Rimini's systems at the time this KDP data was created?

23      A.     It did.

24      Q.     How much information was there?

25      A.     A lot; terabytes and terabytes of it, many terabytes

1 of Oracle software and support materials in total.

2 Q. Can you give the jury a sense for how much  
3 information that really means?

4 A. Yeah, that's always hard. You have to remember  
5 about a week ago Dr. Davis talked about how hard it is to  
6 kind of quantify in real-world terms how much a lot of  
7 digital information is.

8 In this particular case, the volume of digital  
9 data is approximately a couple times the size of the  
10 printed material, so all of the books in the Library of  
11 Congress, for example, which is millions and millions of  
12 books. It's a lot of data.

13 Q. We've talked about whether Rimini stored information  
14 in client-specific or nonclient-specific locations. Can  
15 you explain what it means to store something in a  
16 client-specific location as far as your analysis goes?

17 A. Yeah. So, if you look on the screen here, this is  
18 an example of some of the KDP data, and we rendered it here  
19 in a Windows Explorer interface so it's a little bit --  
20 maybe a little bit more familiar.

21 But what you can see here is what Rimini Street  
22 calls -- an example of what Rimini Street calls a customer  
23 silo.

24 So if you look towards the top, depending on  
25 your screens, it may be easier or harder to read, but



1 there's a path there that says City of Overland Park, and  
2 if you look at kind of the top folder that's open in the  
3 white area in the upper left, it says City of Overland  
4 Park? Perfect.

5 That's a Rimini Street customer, and this is an  
6 example of what Rimini Street calls a customer silo. So  
7 this is -- it's really just a folder on their system and in  
8 which they're storing downloaded or otherwise acquired  
9 Oracle materials.

10 And we accepted as a premise of our analysis  
11 that if something was stored in a customer-specific  
12 directory like this, that it was being used only to provide  
13 service to that specific customer. We just accepted that  
14 as a premise.

15 So everything you have here, these are all  
16 Oracle materials, and they've been stored in the City of  
17 Overland Park customer silo.

18 Q. Was all of the information that was Oracle software  
19 and support material stored in these client-specific  
20 folders?

21 A. No. In a number of cases, it was not the case.

22 Q. Can you explain how you were able to determine that?

23 A. So here we have another example from the KDP  
24 metadata, and, once again, we're showing it in Windows  
25 Explorer.

1           And what you can see here is that -- if you  
2 look -- this is an example of Oracle software. It's  
3 actually the Oracle Database version 11gR2, and, as you can  
4 see, it's not stored in a directory named City of Overland  
5 Park or any other Rimini customer but, instead, in a  
6 directory called For Development Use Only, if you look at  
7 the top one right underneath the drive.

8           And so this is an example of the material being  
9 stored in a way that's not specific to a particular  
10 customer, but it's just a centralized location.

11       Q.     Was this software on Rimini's systems or was it on  
12 Rimini's client's systems?

13       A.     So all of this is on Rimini's systems.

14       Q.     What specific Oracle Database software did you  
15 identify as being on Rimini's systems and not in a  
16 client-specific location?

17       A.     So, as you can see here, we found Oracle Database  
18 versions 8.1.7, 9.2, 10.2, and 11gR2.

19       Q.     Were there also copies of JDE, JD Edwards, and  
20 Siebel software in nonclient-specific locations on Rimini  
21 Street's systems?

22       A.     Yes.

23       Q.     And all in all, how much data from Oracle software  
24 and support materials did you find in Rimini's systems at  
25 the time the Karen's Directory Printer data was collected

1 that wasn't in any specific customer folder?

2 A. So as you can see, here we found about 34,000  
3 megabytes of Oracle Database software, 6,400 or so  
4 megabytes of JD Edwards software, and 754 megabytes of  
5 Siebel software.

6 Q. Other than the Rimini-provided file lists that we've  
7 been discussing, did you identify any other evidence that  
8 Rimini stored Oracle software and support material in  
9 nonclient-specific locations?

10 A. Yes. And by looking at emails and deposition  
11 testimony in the case, we saw other evidence of other  
12 materials, including notably PeopleSoft materials, being  
13 stored in noncustomer-specific ways and used for  
14 noncustomer-specific purposes.

15 Q. And what are the ways in which Rimini acquired this  
16 software and support material that was stored in  
17 nonclient-specific locations?

18 A. Well, in general, broadly speaking, two ways. One,  
19 by downloading it from various servers; and, two, by  
20 copying it off of Oracle installation CDs.

21 Q. So, the jury's already heard some testimony about  
22 eDelivery. Can you just explain what eDelivery is briefly?

23 A. eDelivery is a server that Oracle operates where  
24 customers can go in order to download installation software  
25 for their products.

1           If they want to install a version of PeopleSoft  
2           and they've got a license for it they go to eDelivery, they  
3           download PeopleSoft, and they can install it on their  
4           systems that way.

5           Q.     And what did Rimini Street do with regard to  
6           eDelivery?

7           A.     Rimini Street downloaded significant materials from  
8           eDelivery for PeopleSoft and stored them in a  
9           noncustomer-specific way.

10          Q.     Is that installation media?

11          A.     It's not actually. So if we kind of tool this up as  
12          an example, if you remember, probably a little bit way back  
13          when, used to go to a store to buy software, and you  
14          actually get a box, and you'd open up the box, and there  
15          would actually be a CD in it.

16                 And you'd put the CD in a CD-ROM drive, and  
17          you'd run it, and you'd run some program on it like  
18          setup.exe, and then it would install -- it would extract  
19          and install and configure the software on your computer.  
20          So the disk itself is installation media.

21                 The media is the disk. The stuff on it is the  
22          installation software, and the software can actually be  
23          copied off of the CD, it can be copied onto a hard drive,  
24          it can be transferred over the Internet which is what  
25          eDelivery does.

1 Q. So the second item on the slide is copies from CDs.  
2 What did Rimini do in that regard?

3 A. So back to that example again, if you have the CD,  
4 you can install software from directly the CD, or you can  
5 copy the contents of the CD somewhere else and run the  
6 software somewhere else.

7 And so Rimini Street took Oracle's CDs that they  
8 got either from their customers or sometimes they actually  
9 asked their customers to request additional CDs from Oracle  
10 for Rimini Street, and then copied the software off of the  
11 CDs into what they called the software library.

12 Q. The third item on the list is FTP server. Can you  
13 explain what that is?

14 A. An FTP server is a specialized server for  
15 transferring files over the Internet.

16 And in this particular case, this is an FTP  
17 server that Oracle has up so that PeopleSoft customers can  
18 get what are called patches. These are small pieces of  
19 software for making changes like bug fixes, for example, to  
20 an existing installation.

21 And Rimini Street downloaded patches from the --  
22 from Oracle's FTP server and stored them in a  
23 noncustomer-specific way.

24 Q. Are those patches installation media?

25 A. They're not. First of all, they're not media;

1 right? So you can't download a disk the same way you can't  
2 fax a piece of fish; right? You can only download the  
3 bits.

4 So it's not media in the first place. So in  
5 this particular case it's also not installation software,  
6 it's patches which are designed to modify software that has  
7 already been installed.

8 Q. The fourth item is Customer Connection. Can you  
9 explain what Rimini did there?

10 A. So Customer Connection was at one point Oracle's  
11 prime customer service website for PeopleSoft software, and  
12 Rimini Street downloaded a large number of software patches  
13 and pieces of documentation from Customer Connection and  
14 stored them in a noncustomer-specific way.

15 Q. The fifth category is Siebel SupportWeb.

16 Are you aware that Mr. Ravin testified earlier  
17 that Rimini was using the Leads Customer Growth password to  
18 access the Siebel support website and download all the  
19 support materials and hand them to multiple customers?

20 A. Yes, I am.

21 Q. Is that the same conclusion you reached after your  
22 own analysis?

23 A. Yes, we also concluded that.

24 Q. How many customers received copies of the Siebel  
25 SupportWeb extract?

1       A.       So, in total, it was 18 that we saw evidence of.  
2       Albridge Solutions, AMICA Mutual Insurance Company, Brandes  
3       Investment Partners, Caterpillar, Doble Engineering  
4       Company, DST Health Solution Services, Electric Insurance  
5       Company, FileNet Corporation, or IBM, Galileo  
6       International, Industrial Scientific Corporation, Medical  
7       Protective, PepsiCo Shared Financial Services, Sam Houston  
8       Electricity Cooperative, Ubid Holdings, also known as  
9       Enable Holdings, USI - EDF Energy, Ventyx, Virginia Mobile  
10      USA, and Wenger Manufacturing.

11      Q.       So we discussed those five categories of information  
12      that Rimini obtained in a nonclient-specific manner, and  
13      with regard to those five categories -- if you could put  
14      the slide back up, that would be helpful.

15               With regard to those five categories, was this  
16      information still on Rimini Street's systems at the time  
17      you got the list of files that were still there?

18      A.       No. In -- for every one of these categories, Rimini  
19      Street had downloaded a significant amount of material from  
20      Oracle, stored it in a noncustomer-specific way, or used it  
21      in a noncustomer-specific way.

22               But then those materials -- at least for each of  
23      these categories, at least some of those materials were  
24      missing from Rimini's systems at the time the KDP data were  
25      generated in April of 2011.

1 Q. And are these materials stored on individual  
2 employees' personal computers, or where are they stored at?

3 A. These were stored on a centralized server.

4 Q. In addition to whatever materials were stored on  
5 Rimini's central servers, did you identify any materials  
6 that were stored on Rimini's internal employees' personal  
7 computers?

8 A. Yes. There were also cases of Rimini Street  
9 employees downloading PeopleSoft software and installing it  
10 on individual laptops.

11 Q. So let me change topics to the issue of automated  
12 tools used to download.

13 You understand that Mr. Ravin testified earlier  
14 that Rimini undertook a lot of downloading activity using  
15 automated tools?

16 A. Yes.

17 Q. And did you assess those tools as part of your work  
18 in this case?

19 A. We did.

20 Q. How did you identify the various tools that Rimini  
21 Street used for downloading?

22 A. Well, what we did was, as part of the case, Rimini  
23 Street produced both the tools themselves and the log files  
24 that the tools created when they ran. They produced them  
25 to us as part of the litigation.



1           So we analyzed both the software itself, and we  
2           also analyzed the log files that the software had created.

3           Q.     Just to explain, when you say Rimini provided the  
4           tools, what do you mean by that?

5           A.     I mean the tools are programs; right? And so they  
6           actually turned the programs over, and we looked at the  
7           programs themselves.

8           Q.     And what, generally speaking, were the programs that  
9           Rimini used to download material from Oracle?

10          A.     So, we have a list of them here. It was the  
11          Solutions Tool, the Continuing Documentation Tool, Updates  
12          and Fixes Tool, Update Center Tool, and the Knowledge Base  
13          Scan Tool.

14          Q.     Why did Rimini use different tools to download from  
15          Oracle's different websites?

16          A.     Oracle has a lot of different kinds of materials,  
17          and it keeps them on different servers under different  
18          kinds of user interfaces, and so Rimini Street needed  
19          different tools to download the different kinds of  
20          material.

21          Q.     Generally speaking, how did these tools work?

22          A.     In general, what they did was they would -- each one  
23          of these would log in to some Oracle server, provide a  
24          credential if appropriate, if necessary.

25                   And then usually the way it worked was they

1 would simulate key presses and mouse clicks the way a user  
2 would, except it would do them in a programmed way at high  
3 speed in order to cycle through searching for and  
4 downloading large volumes of Oracle material.

5 Q. How many times were these programs run?

6 A. On total, they were run thousands of times.

7 Q. And how much information was obtained using these  
8 materials?

9 A. Between one and a half and two million documents and  
10 files at least.

11 Q. Do you understand that Mr. Ravin testified at trial  
12 that he personally made the decision to use automated  
13 tools?

14 A. Yes.

15 Q. And do you understand he testified that he  
16 understood that Oracle's websites prohibited the use of  
17 automated tools but he continued?

18 A. Yes, I'm aware of that.

19 Q. Did you and your team analyze Mr. Ravin's -- whether  
20 he personally directed any use of any automated tools?

21 A. We did.

22 MR. RINGGENBERG: Your Honor, I move to admit  
23 Plaintiffs' Exhibits 1256 to which I understand there's no  
24 objection.

25 MR. DYKAL: This is preadmitted?

1 MR. RINGGENBERG: It wasn't, but my  
2 understanding is you have no objection to it.

3 MR. DYKAL: No objection.

4 THE COURT: It's admitted.

5 (Plaintiffs' Exhibit 1256 received into  
6 evidence.)

7 BY MR. RINGGENBERG:

8 Q. Mr. Hicks, I'm showing you Exhibit 1256. Is this an  
9 email you reviewed as part of your analysis?

10 A. It is.

11 Q. And were you able to identify whether this is  
12 authorization for specific material you can determine is  
13 downloaded?

14 A. Yes. As you can see here in this email that  
15 Mr. Ravin writes to Mr. Chiu, he says that to service the  
16 customer City of Eugene, that he should begin -- proceed  
17 downloading using the automated toolsets.

18 And what we then -- we then looked at the log  
19 files on the Oracle site, on the Oracle servers, and we  
20 could see that in June and July of 2007 the user seth+ravin  
21 downloaded more than 11,000 copies of PeopleSoft files to a  
22 Rimini Street IP address using the customer credentials for  
23 City of Eugene.

24 Q. Were you able to determine where those files were  
25 downloaded?

1       A.       We were. In the download box, it shows you the IP  
2 address of the recipient of the files.

3               The IP address is kind of like your address on  
4 the Internet. It's the way that the Internet makes sure  
5 that material intended for a particular computer or set of  
6 computers ends up in the right spot.

7               So it's really a lot like an address, the same  
8 way an address helps the mailman find your house.

9               And we tracked this IP address, 71.5.6.20, and  
10 it's a Rimini Street IP address for their datacenter in  
11 northern California.

12       Q.       One of the items that you discussed was the  
13 knowledge base scan program. How did that program work?

14       A.       The knowledge base scan tool, which is at the bottom  
15 row there you can see, it was for collecting information  
16 from a particular Oracle resource called knowledge  
17 management.

18               What the knowledge base scan tool would do is it  
19 would connect to the My Oracle website, navigate to the  
20 knowledge management part of the website, and it would  
21 programatically go through and try to download every  
22 possible document ID within the entire possible range of  
23 document IDs in an effort to capture every single document  
24 and download every single document from the knowledge  
25 management site.

1 Q. You mentioned the document ID. Can you just explain  
2 for the jury what that is?

3 A. Yes. Oracle gives each of this -- of this kind  
4 of -- piece of documentation a unique document ID number.  
5 So by cycling through all of them, they were trying to  
6 capture the entire body of Oracle documentation on  
7 knowledge management.

8 Q. And how did the traffic from Rimini's accesses to  
9 this knowledge management system compare with the accesses  
10 from Oracle's customers?

11 A. So, we've got a slide for that.

12 What you can see here is the green lines show  
13 the number of Rimini Street accesses per hour to the KM  
14 server, and the purple line shows the number of accesses to  
15 the KM server by everybody else on the website from around  
16 the globe, so all the other Oracle users on at that time  
17 combined.

18 So where the green line is higher than the  
19 purple line, that means that Rimini Street's accesses are  
20 more than everybody else, all of Oracle's other  
21 international customers worldwide that are using the  
22 website at the same time.

23 So you can see in some places the green line is  
24 significantly higher, and at some of the peaks you can see  
25 that at times Rimini Street's accesses were more than twice

1 as high than essentially all the rest of Oracle's customers  
2 using the website at that time combined.

3 Q. Do you understand those -- strike that, please.

4 Why did your analysis focus on Oracle's  
5 knowledge management system?

6 A. Two main reasons. One is that the knowledge  
7 management servers were the ones that suffered the most  
8 significant problems as a result of Rimini Street's use of  
9 automated tools, and also because the knowledge management  
10 servers had some additional special logging that allowed us  
11 to do some special analysis and quantify the impact of some  
12 of this automated activity.

13 Q. Do you understand that Mr. Ravin testified that  
14 Rimini's downloading during this time was the project that  
15 officially ignited the legal battle between Rimini and  
16 Oracle and was the critical event?

17 A. Yes, I heard that.

18 Q. Now, are you aware that Rimini's counsel argued at  
19 opening, and put up a slide, and claimed that Rimini's  
20 processes have never harmed Oracle? So if we can get the  
21 slide?

22 A. Yes.

23 Q. And based on your analysis of the incidents around  
24 the KM server, do you agree that these processes did not  
25 harm Oracle?

1       A.       I don't. In my opinion, the evidence is pretty  
2 clear that they harmed Oracle significantly.

3       Q.       What kind of computers did Rimini run the knowledge  
4 base that -- what kind of computers did Rimini use to  
5 access the knowledge management system?

6       A.       So Rimini used what are called virtual machines.  
7 You may remember about a week ago Dr. Davis talked about  
8 virtual machines.

9               A virtual machine is that, instead of just using  
10 an individual computer, if you have a big, powerful  
11 computer, you can create a virtual computer inside it and  
12 you can create several virtual computers inside it.

13              Each one of them acts like a regular computer,  
14 you know, it runs an operating system, it runs software,  
15 but it's actually -- it's not a physical computer, it's a  
16 virtual computer within a larger computer.

17       Q.       And how many virtual machines at a time did Rimini  
18 use to access the knowledge management system?

19       A.       So at its peak, Rimini actually created 9, 10, 11,  
20 12 of these virtual machines, each one of which was doing  
21 nothing other than running knowledge base scan, grabbing  
22 Oracle documentation as fast as it could from the KM  
23 server.

24              So you would have at times 9, 10, 11, 12 of  
25 these all running at the same time, all trying to grab as

1 much Oracle documentation as they could as fast as they  
2 could.

3 Q. And can you explain what the green and red lines on  
4 this graph mean?

5 A. Yeah. So the red line is the number of virtual  
6 machines that Rimini was running that were accessing the KM  
7 server.

8 And the -- if you look on the vertical axis on  
9 the right side, it says VMs hourly, that's the number of  
10 virtual machines per hour that were in operation, that  
11 Rimini Street had in operation accessing the KM system.

12 And the green line shows the number of Rimini  
13 Street accesses to the KM system, and the axis for that is  
14 on the left side where it says accesses per hour.

15 So as you can see, as Rimini Street ramped up  
16 the number of virtual machines that they were running, then  
17 the number of accesses to the KM system ramped up as well  
18 and spiked up as well.

19 Q. There's a call-up box that has a quote attributed to  
20 Mr. Baron. What is that?

21 A. That comes from an email that Mr. Baron wrote, so  
22 this November timeframe is when Rimini was trying to  
23 extract a full set of documentation on behalf of the XO  
24 clients.

25 And it says there the XO knowledge base extract



1 was performed on 10 VMs, VM is virtual machine, pretty much  
2 around the clock.

3 And if you look there, for example, at that  
4 plateau in the middle, you can see there's clearly a period  
5 when there are ten virtual machines running around the  
6 clock collecting information from KM.

7 Q. On the right there's a box, another call-up box.  
8 Can you explain what that one is, please?

9 A. Yeah, so that's the time that Oracle system  
10 administrators actually felt the need to block the Rimini  
11 Street IP address.

12 This volume of traffic is very, very unusual,  
13 and it actually created significant problems for the Oracle  
14 servers.

15 And, you know, under those circumstances, I  
16 mean, patternwise this could be actually an attack on the  
17 Oracle systems. It looks a lot like it because of the  
18 volume of traffic and the problems it's creating.

19 And so, as you can imagine, the Oracle system  
20 administrators whose job it is to keep this system  
21 available all the time to Oracle customers were really  
22 worried and concerned about this and were desperately  
23 trying to come up with a way to prevent further problems.

24 And so they actually used a measure that is  
25 frequently used when you're suspecting an attack which is

1 that you block an IP address entirely. It's sort of like  
2 blocking a phone number if someone keeps calling you, only  
3 it's obviously much more complicated and extreme for an  
4 organization like Oracle.

5 But basically what they did was they had to take  
6 this particular IP address of Rimini's and block it  
7 completely so that no more traffic could reach their  
8 servers from that address.

9 Q. Did -- and you mentioned the harm that this was  
10 causing on Oracle systems. What type of harm was seen on  
11 Oracle systems from these accesses?

12 A. There are two major categories of harm we looked at.  
13 One was something called database deadlocks that were  
14 created, and another was just a slow-down effect on other  
15 customers as a result of the high volume of traffic.

16 Q. What is a database deadlock?

17 A. So, a database is a big storage of data, and you  
18 have software that can, you know, read the data and make  
19 changes to the data.

20 And the whole idea behind a database is you can  
21 store a ton of data and you can get at it really quickly  
22 and you can make changes to it really quickly.

23 A database deadlock occurs when two different  
24 processes try to grab or make changes to the same piece of  
25 data, and there's a relationship of some kind between those

1 two processes that means that neither one of them will give  
2 up before it's completed, but neither one of them can  
3 complete because the other guy's also got it, and they just  
4 sit there stuck indefinitely.

5 What happens is that the processes themselves --  
6 of course, those are computer resources; right? And as  
7 more and more of these deadlocks mount, you have more and  
8 more computer resources that are tied up just waiting  
9 around, they're not going to give up, they're not going to  
10 quit, they're just going to sit there and -- for a very,  
11 very, very long time, and, as a result, the server starts  
12 to get exhausted of resources because so much of it is tied  
13 up in these -- in these -- kind of these processes that are  
14 fighting with each other over getting access to particular  
15 pieces of data.

16 Q. Did the Rimini accesses in November of 2008 to the  
17 KM system cause database deadlocks?

18 A. They did.

19 So we've taken the previous graph, and now we've  
20 added here a blue line showing the number of deadlocks that  
21 were happening on the Rimini system -- I'm sorry, on the  
22 Oracle system. Excuse me.

23 So you've got the Rimini virtual machines in  
24 red, you've got the Rimini accesses to the KM system in  
25 green, and now you've got the database deadlocks occurring

1 in blue.

2 And, as you can see, everywhere where the Rimini  
3 virtual machines ramp up and the Rimini accesses ramp up,  
4 so do the deadlocks.

5 Q. What problems did these deadlocks cause from a user  
6 point of view?

7 A. In this November timeframe, they were actually --  
8 Rimini's -- I'm sorry, Oracle's servers were actually  
9 having problems with the interface to customers. Instead  
10 of actually giving customers documents, it was returning  
11 errors.

12 Q. Just to make sure we understand, if I'm a user, and  
13 I'm trying to find a patch or fix a problem on my system,  
14 and I went on to KM during this time period, what might I  
15 see?

16 A. You might have tried to search for a document, but  
17 when you tried -- when you tried to search for that  
18 document or retrieve the document, instead of finding it,  
19 you would have gotten an error.

20 Q. Did this only affect the user who was creating the  
21 deadlock?

22 A. No. So the problem is that because what's happening  
23 is the entire server resource -- you know, the entire  
24 server resource is being starved of resources, those  
25 resources aren't available, not just for the user that's

1 doing the crawl, but for all the other users too.

2 Q. How do you know that it was Rimini's downloading  
3 that caused these deadlocks?

4 A. Two main reasons. One, you know -- and if you look  
5 at this graph it helps explain it, which is these deadlocks  
6 occurred -- there are two tables that are deadlocked. One  
7 was called Orion Recent Searches, the other was called  
8 Orion Recent Downloads.

9 And those two tables only deadlocked when Rimini  
10 was doing a crawl, and they deadlocked a lot when Rimini  
11 was doing a crawl.

12 And also, if you took the specific request that  
13 caused the deadlock and you tracked it all the way back,  
14 you could see that it was always a Rimini crawl that was  
15 making the specific request that triggered the deadlock as  
16 well.

17 Q. Did Rimini's crawls end in November 2008?

18 A. They didn't, and there's another big period of it in  
19 December from the 3rd to the 22nd.

20 Once again, you can see the red line showing the  
21 virtual machines rising up over 10, and, once again, you  
22 see the green axis spiking up dramatically.

23 In this particular case, we also see another IP  
24 address being blocked, but Oracle tried again to block an  
25 IP address, this time a different Rimini Street IP address,

1 and that's why you see the dip down, the virtual machines  
2 can no longer access the server. But, of course, some  
3 period of time later the crawling resumes.

4 Q. And did the crawling in this period also cause  
5 database deadlocks?

6 A. It did. In this particular case it caused a lot  
7 more. In fact, if you look at the axis on the right side  
8 said, it says deadlocks hourly, and the axis is actually --  
9 the scale is actually changed on that axis because this  
10 time around the nature of the crawling actually drove the  
11 deadlocks through the roof.

12 You can see there are over a thousand deadlocks  
13 an hour. That is a huge number of database deadlocks.

14 Q. And did the crawls end in December 2008?

15 A. They did not. There's another big batch in January  
16 from the 8th to the 13th. So by now we're all familiar  
17 with the colors. We've got the virtual machines in red and  
18 we've got the accesses in green --

19 THE COURT: Let me interrupt here. Before we go  
20 to the testimony concerning the January 2009 timeframe,  
21 it's probably a good time to take our morning break.

22 So, ladies and gentlemen, I'll remind you of the  
23 admonition not to discuss the case or allow it to be  
24 discussed in your presence, to keep an open mind until  
25 everything is before you, and we'll take our morning break

1 at this time for up to 15 minutes or a little longer if  
2 necessary for you.

3 And at this time we'll take our morning break.  
4 You can go ahead and step down.

5 COURTROOM ADMINISTRATOR: Please rise.

6 (Recess from 9:52 a.m. until 10:11 a.m.)

7 (In the presence of the jury.)

8 COURTROOM ADMINISTRATOR: Court is again in  
9 session.

10 THE COURT: Have a seat, please.

11 The record will show that we are in open court,  
12 the jury is all present, counsel and the parties are  
13 present.

14 And, Mr. Ringgenberg, you may proceed with your  
15 examination.

16 MR. RINGGENBERG: Thank you, Your Honor.

17 BY MR. RINGGENBERG:

18 Q. Mr. Hicks, we were just discussing the continued  
19 crawling in January of 2009. We were going a little quick  
20 before. Can you just re-explain to the jury what each of  
21 the three lines on that graph represent?

22 A. Sure. So you've got the red line which shows how  
23 many virtual machines Rimini Street was operating that were  
24 accessing the KM server, and it's the vertical axis on the  
25 right shows you the number of VMs per hour. That is over

1 here.

2 And then on the green line is the number of  
3 Rimini Street accesses to the KM system, and those are  
4 shown over here on the left side.

5 The blue line is the number of deadlocks, the  
6 number of deadlocks per hour being created. And, again,  
7 that's also on that axis over there.

8 Q. So just to make sure I understand the chart correct,  
9 is it that the periods where the red lines go up in the  
10 air, Rimini had approximately 10 virtual machines  
11 downloading Oracle material over and over again, and that  
12 caused the number of accesses in green to spike; is that  
13 right?

14 A. That's right. And then that in turn caused the  
15 number of deadlocks in blue to spike on the Oracle servers.

16 Q. Did that have any impact on the operation of Oracle  
17 servers in this time period?

18 A. In this time period it had a very profound impact on  
19 the servers.

20 The deadlocks mounted -- especially in this  
21 first time period, the deadlocks mounted very rapidly and  
22 the machine became -- some of the machines became starved  
23 for specific kinds of resources, and ultimately the system  
24 was no longer -- you know, it was no longer providing  
25 useful access to customers, and Oracle system



1 administrators and database administrators had to  
2 intervene.

3 Q. What did they have to do?

4 A. Well, they tried to restart various pieces of  
5 software on the server, and ultimately they had to take one  
6 of the servers and actually reboot the entire computer,  
7 which, for a high availability server like this, is an  
8 extreme measure.

9 Q. From a user point of view, if I was an Oracle  
10 customer who was trying to get information out of the  
11 system to support my mission-critical applications, what  
12 would I have seen during this time period?

13 A. There's a window of more than three hours when you  
14 would simply have not been able to access the entire KM  
15 system.

16 Q. Do you mean to say that Oracle system was crashed by  
17 simply 10 computers accessing it?

18 A. No, not at all. In fact, Oracle's system is -- has  
19 been tested -- they've done simulated tests with thousands  
20 of parallelized users, but Oracle system was crashed by 10  
21 virtual machines hitting the system as fast as they could  
22 using the same user ID which is part of what contributed to  
23 these deadlocks and grabbing data as fast as they could.

24 Q. And what happened -- after Oracle rebooted the  
25 server, what happened to Rimini's crawling after that?

1       A.       Well, you can see it in the second call-up box, the  
2       red virtual machines rise back up again, the green rises  
3       back up again, and the blue rises up again too. This is  
4       some -- you know, a few hours later, essentially.

5       Q.       Were you able to identify the list of customer IDs  
6       that Rimini used in accessing the KM system in the  
7       November 2008 to January 2009 timeframe?

8       A.       We were.

9       Q.       How were you able to do that?

10      A.       Well, what we did was we looked at any accesses  
11      coming from Rimini Street IP addresses that were more than  
12      a thousand accesses per hour, and those are the ones that  
13      we categorized as being part of a Rimini crawl, and from  
14      there we tracked back and saw which customer credential was  
15      being used to perform the accesses.

16      Q.       And how many accesses per hour did each of these  
17      ID -- were each of these IDs used for at a minimum?

18      A.       At least a thousand per hour.

19      Q.       And which customer IDs were ultimately used as part  
20      of this KM crawl?

21      A.       In total, the IDs for Access Intelligence, Dick's  
22      Sporting Goods, Genesis HealthCare, Giant Cement Holding,  
23      Harte Hanks Response Management, Johnson Outdoors, Kansas  
24      City Board of Public Utilities, Sphereon Corporation,  
25      Teleroute, XO Communications Services and Yum Restaurant

1 Services Group.

2 Q. All in all, how many deadlocks did the Rimini crawls  
3 cause in Oracle systems in this three-month period?

4 A. More than 184,000 deadlocks.

5 Q. Are you aware that Mr. Ravin testified that on or  
6 around November 25th he instructed his team to work on  
7 nights and weekends in order to shift the burden on Oracle  
8 systems to that work?

9 A. Yes, I am.

10 Q. Did you analyze whether the downloading activity  
11 reflected such a shift?

12 A. I did.

13 Q. And what did you conclude?

14 A. Well, so, what we've done here is we took the  
15 two-month period before November 24th, 2008, and then the  
16 two-month period after November 25th, 2008, and for each of  
17 them we just added up how many weekday downloads -- or  
18 accesses there were versus how many weekend accesses.

19 And you can see before November 25th, the blue  
20 box shows you how many weekday accesses there were, and  
21 there were virtually no weekend accesses, and after  
22 November 25th, it's true, you see a big increase in weekend  
23 activity but you also see a doubling of weekday activity.

24 So it wasn't so much that there was a shift from  
25 weekdays to weekends, as there was an increase in both.

1 Q. So what about Mr. Ravin's testimony that work was  
2 shifted from during the work hours to evenings? Did you  
3 find evidence about whether or not that was accurate?

4 A. So, again, the same basic analysis. What we saw was  
5 before November 25th, the daytime is in blue, the nighttime  
6 is in red, and so you've got a certain amount of daytime  
7 and nighttime activity.

8 After November 25th, what you have is simply a  
9 lot more of both. You certainly have more nighttime, but  
10 you also have more than twice as much daytime.

11 So, again, it was not so much a shift of day to  
12 night as it was an increase in both categories.

13 Q. What ultimately can you conclude or do you conclude  
14 about whether Mr. Ravin's statement about the shifted  
15 downloading from weekdays during the week working hours to  
16 nights and weekends?

17 A. To me the data don't indicate that. What they  
18 indicate is that after November 25th, in both categories,  
19 day versus night, weekday versus weekend, you simply had an  
20 increase in both sets of activities.

21 Q. So aside from the fact that some users received  
22 error messages rather than the information they were  
23 looking for, and aside from the fact that the server was  
24 entirely crashed for a period of time, was there any other  
25 impact on Oracle's systems from Rimini's accessing of KM,

1 the KM database during this time period?

2 A. There was. In addition, searches in particular is  
3 something that we could track how long they were taking  
4 because the KM system actually records exactly when a  
5 search starts and exactly when it finishes.

6 And so we were able to track what the effect of  
7 the 10 or 12 additional extra searches at the same time  
8 were having on users.

9 Q. And what conclusion did you reach about that?

10 A. So what we did here is we were able to track during  
11 the time period how long does it on average take to  
12 complete a search for an Oracle customer for a given number  
13 of users on the system who are doing searches in parallel.

14 So let me sort of explain that for a minute.

15 At any given moment there are a lot of users on  
16 the Oracle system, but at any given instance in time, a  
17 relatively small number of them are doing a search at the  
18 exact same time, typically between three and ten.

19 So you pick a second in the day, there are  
20 probably three to ten Oracle users doing a search, the rest  
21 of the time they're clicking on links, they're reading  
22 documents, they're doing other things.

23 Like if you go to, you know, a shopping website  
24 you might do a few searches, and a lot of time you spend  
25 looking at the products.

1           So what you have here is on the red line we've  
2 graphed how fast searches complete for users for a given  
3 number of users searching in parallel at that time.

4           So if five users are searching at the same time  
5 over here, then we look at where this intersects here, and  
6 we can see that that's about where the red line intersects  
7 there, that means it's taking each of those searches about  
8 five seconds. The number of seconds are over here.

9           And if you've got ten parallel users, ten users  
10 searching at the exact same moment, then it's slower  
11 because they have to share the search capability of the  
12 server, so that's over here, we look at where the ten --  
13 mine just went blank.

14           There we go. That's better.

15           So if you've got ten searches going on at the  
16 same time, because they have to share the server, it's  
17 going to be a little bit slower. If you look at where the  
18 ten intersects the red line, it's at about 8 seconds.

19           So, and as you can see, if you've got 15 people,  
20 which would be an unusually -- you know, somewhat unusually  
21 high load, then that would be taking it on average over  
22 here, so it would be taking them about 12 seconds each to  
23 complete their searches.

24       Q.     So is it correct the more people searching at a  
25 time, the slower the response?

1 A. Right.

2 Q. And so what impact, did 10 or 12 Rimini virtual  
3 machines, each doing searches as quickly as possible, have  
4 on the operation that other users would see?

5 A. Well, what we did is we applied these extra lines to  
6 show, you know, essentially what happens if you had 10  
7 additional searches at the same time, or if you had 12  
8 additional searches at the same time.

9 And so, for example, if we look at 10, we said  
10 earlier that they were finishing in at about -- if you had  
11 10 ordinary users searching at the exact same moment, their  
12 searches are completing about eight seconds each.

13 But, then, if you have 10 additional searches  
14 happening at the same time, for example, from 10 virtual  
15 machines that are doing nothing but searching as fast as  
16 they can, then you would be more like 21, 22 seconds, and  
17 if you have 12 of them, you're up here, and so you're more  
18 around like 25 seconds each.

19 And at 15, if you already had a higher load and  
20 you were, say -- ordinarily you would be doing -- you were  
21 getting your searches back in about 12 seconds, if you have  
22 12 additional search threads, it's taking you more like --  
23 up here, it's taking you more like 41, so almost 30 seconds  
24 slower per search.

25 Q. So from the point of view, if I'm a user on the

1 system trying to find information I need for my business,  
2 my nonprofit or whatever, explain to me the difference that  
3 that user would see on their end if Rimini were doing the  
4 search activity versus if Rimini was not doing the search  
5 activity?

6 A. Well, the searches are completing slower, and keep  
7 in mind these are averages. So if we're talking about a  
8 search changing from 12 to 30 seconds, that's on average.

9 Some of those users, the searches are going much  
10 slower, and for some of those users -- there's some  
11 relatively small number of users who are getting hit really  
12 hard, and their searches are taking, like, more than two  
13 minutes, and some of them are not experiencing nearly as  
14 much of an impact. On average it's, like, say, 30 seconds  
15 difference.

16 And so what you're having is essentially a  
17 situation in which the server appears to be a lot slower.  
18 It reflects poorly on Oracle for people who are trying to  
19 get documents that are trying to help them solve the  
20 problem on the computer systems that their employer pays  
21 them to maintain, it's frustrating, and it's not a good  
22 thing.

23 Q. So in total, looking at the deadlocks and the impact  
24 of the deadlocks and the slowdown, what conclusions have  
25 you drawn about the impact that Rimini's accessing the KM



1 system had on the operation of Oracle systems?

2 A. When you look at the totality of this, what this  
3 tells me is something incredibly unsurprisingly, which is  
4 that if you've got a company that creates 10 virtual  
5 machines or more, that are downloading as fast as they can  
6 from a server, that that has a negative impact on the  
7 servers, it has a negative impact on the IT staff, and it  
8 has a negative impact on the customers.

9 MR. RINGGENBERG: Thank you, Mr. Hicks.

10 THE COURT: Cross-examination Mr. Dykal. Go  
11 ahead, please.

12 CROSS-EXAMINATION

13 BY MR. DYKAL:

14 Q. Good morning, Mr. Hicks.

15 A. Good morning.

16 Q. Do you understand that PeopleSoft is ERP software?

17 A. Yes.

18 Q. Do you understand that Siebel is ERP software?

19 A. Yes.

20 Q. And the same for JD Edwards, do you understand that  
21 that's ERP software?

22 A. Yes.

23 Q. Isn't it true that you do not consider yourself an  
24 expert in ERP software?

25 A. Yeah. I don't consider myself an expert in

1 installing or running ERP software.

2 Q. And, in fact, before becoming involved in this case,  
3 you had no experience using PeopleSoft, true?

4 A. Yes, that's true.

5 Q. And, similarly, you had never used JD Edwards;  
6 correct?

7 A. Yes, that's right.

8 Q. And the same goes for Siebel; right?

9 A. Yes.

10 Q. Do you understand that there's a large number of  
11 license agreements in this case?

12 A. Yes.

13 Q. You didn't look at those license agreements, did  
14 you?

15 A. That's correct.

16 Q. And so you have no opinion on whether or not it's  
17 proper for a licensee to receive files that you deemed  
18 outside support; right?

19 MR. RINGGENBERG: Objection; scope, Your Honor.

20 THE COURT: It is beyond the scope. The  
21 objection is sustained.

22 BY MR. DYKAL:

23 Q. I'd like to talk a little bit about your opinions  
24 regarding the slowdowns.

25 A. Okay.

1 Q. So it's your opinion that when Rimini was  
2 downloading, the response times were increased from 10 to  
3 20 seconds; is that right?

4 A. Well, depending on how many ordinary users were on.  
5 The average response times were increased varying amounts  
6 ranging from 10 to, oh, 30 seconds, depending.

7 Q. And you're aware in opening counsel for Oracle  
8 referenced that 20-second slowdown? There was a stopwatch  
9 that ticked down?

10 A. I'll take your word for it.

11 Q. I'd like to talk about how you came up with that  
12 result.

13 Now, the model you used to come up with that  
14 result assumed that a given search consumes its share of  
15 server resources for its entire life, true?

16 A. Yes.

17 Q. But isn't it true that a search would not  
18 necessarily be consuming an entire set of resources for the  
19 server?

20 A. I'm sorry. Can we ask the question -- it  
21 didn't quite make sense to me.

22 Isn't it true that the search wouldn't be  
23 consuming the entire resources for the server? Okay. So,  
24 for sure, a single search won't consume the resources for  
25 an entire server.

1 Q. So the answer to my question is yes, that's true?

2 A. I'm not sure I understood the question. It didn't  
3 make sense to me.

4 Q. Do you recall being deposed in this case, sir?

5 A. I do.

6 Q. Do you have a copy of your deposition transcript?

7 A. I don't think I do.

8 MR. DYKAL: May I approach, Your Honor?

9 THE COURT: Actually, there should be a  
10 transcript available to the court clerk and she will bring  
11 it to him.

12 MR. RINGGENBERG: Your Honor, I don't think  
13 there's any basis -- foundation has been laid for any  
14 impeachment at this point.

15 THE COURT: Okay. Do you have a section you'd  
16 like to direct the Court's attention to, Mr. Dykal?

17 MR. DYKAL: Yes, Your Honor. Page 127, starting  
18 at line 14. I have copies if you'd like.

19 COURTROOM ADMINISTRATOR: Did you provide the  
20 original?

21 THE COURT: Normally the transcripts are lodged  
22 with the court clerk before we begin the testimony, but  
23 I'll allow you to give the excerpts to my court clerk and  
24 perhaps we can deal with it from there.

25 MR. DYKAL: I apologize, Your Honor.

1 BY MR. DYKAL:

2 Q. So if you look at page 127 --

3 THE COURT: Wait a minute. We have an  
4 objection.

5 You're going to have to lay some greater  
6 foundation because that essentially was what I understood  
7 his testimony to be.

8 MR. DYKAL: I can move on, Your Honor.

9 THE COURT: All right.

10 BY MR. DYKAL:

11 Q. So in coming up with that 10 to 20-second result,  
12 you selected something called the time-weighted harmonic  
13 mean; is that right?

14 A. Yeah, that's sort of a statistical way to explain  
15 it. That's the statistical term for it.

16 Q. Mr. Hicks, are you familiar with averages?

17 A. Yes.

18 Q. And that's the thing where you add up the numbers  
19 and divide it by how many numbers there are?

20 A. Yes.

21 Q. Are you aware that after you served your report,  
22 Rimini hired their own expert to take a look at what you  
23 did?

24 A. Yes.

25 Q. And are you aware that Rimini's expert ran your

1 analysis using an average?

2 A. I'm sorry. Are we talking about the Klausner report  
3 now?

4 Q. Yes?

5 A. No. You have to show me the Klausner report. He  
6 had a lot to say about that model, and he also offered a  
7 different one.

8 Q. Let me ask this. After you received a copy of the  
9 Klausner report, you went back and ran an analysis using  
10 the average, do you recall that?

11 A. I mean, the average -- the mean is the same as an  
12 average. Those two are the same thing.

13 Q. When you ran the average, you found that the  
14 slowdown was 2.4 seconds; right?

15 A. I'm sorry. You're really going to have to put  
16 something in front of me. I'm not sure what you're talking  
17 about.

18 MR. DYKAL: Can I refer to the deposition  
19 transcript, Your Honor?

20 THE COURT: Yes.

21 BY MR. DYKAL:

22 Q. If you look at page 158, lines 20 through 25?

23 And in this you're discussing Exhibit 11, which  
24 was to your rebuttal report. And the question,

25 "Can you explain to me what's shown on

1 Exhibit 11, please?

2 "ANSWER: I believe this is summarizing across  
3 all of the intervals, the average search time, the  
4 average -- the median search time."

5 And then you explain a little more detail.

6 If you skip down to the next question,

7 "So when you totalled the analysis provided on  
8 Exhibit 10, you found that the average increase was 2.4  
9 seconds?

10 "ANSWER: Yes."

11 Do you see that?

12 A. Yes. Hang on a second. I just want to take a quick  
13 look.

14 I think this is talking about -- I believe this  
15 is talking about Rimini's expert created a different model  
16 that I believed was very flawed, and it was -- what we  
17 did -- what I did was we made certain corrections to it,  
18 like, really basic, what we thought were very basic  
19 corrections to it.

20 It's not -- I still don't believe that that was  
21 the correct way to approach the problem, but once we had  
22 made those corrections, then we found under that  
23 analysis -- then I think Exhibit 11 was what the results  
24 were under that model when it had been corrected, although,  
25 as I make it clear in the deposition, I still think that

1 that model is wrong even once you fix his most glaring  
2 errors.

3 Q. And then after you made those corrections, you tried  
4 the median as well, and you came up with an average  
5 increase of 1.09 seconds; correct?

6 A. Yes, for a model that I still believe is incorrect.

7 Q. Now, you were discussing Rimini Street's use of  
8 automated tools during November 2008, December 2008, and  
9 January 2009. Do you recall that?

10 A. I do.

11 Q. Is it correct that you have no evidence that Rimini  
12 Street was running its knowledge base scan program other  
13 than in those three months?

14 A. I think that's right. November through end of  
15 January, I believe that's correct, yes.

16 Q. Thank you. So I'd like to talk a little bit about  
17 those deadlocks you were talking about. Do you recall  
18 that?

19 A. I do.

20 Q. I'd like to make one thing clear. You are not --  
21 you don't have the opinion that Rimini caused physical harm  
22 to Oracle's servers; is that right?

23 A. I don't.

24 Q. Now, you did testify that there was an incident in  
25 January 2009 that caused downtime; is that right?



1 A. Yes.

2 Q. That's the only incidents -- instance you're aware  
3 of; correct?

4 A. That's the only time I'm aware of the server  
5 actually being completely down, yes.

6 Q. Isn't it true that that downtime occurred in the  
7 middle of the night?

8 A. It occurred in the middle of the night Pacific time.  
9 Oracle's a global company. It occurred in the late morning  
10 Europe time and in the middle of the day Asia time, but,  
11 yes.

12 Q. And then you testified that Oracle resolved that  
13 problem by rebooting the server; correct?

14 A. Yes, total downtime in excess of three hours.

15 Q. Mr. Hicks, how much were you paid by Oracle to work  
16 on this case, your company?

17 A. I actually don't know.

18 Q. Do you recall in your deposition testifying that it  
19 was between one million and \$4 million?

20 A. Yeah. That wouldn't surprise me if that's the  
21 range.

22 MR. DYKAL: I have no further questions.

23 THE COURT: All right.

24 Redirect examination?

25

## 1 REDIRECT EXAMINATION

2 BY MR. RINGGENBERG:

3 Q. Mr. Hicks, you were asked a few questions about your  
4 review of the work that Mr. Klausner did. Do you recall  
5 that?

6 A. I do.

7 Q. You made some what you called corrections to glaring  
8 errors in Mr. Klausner's model. Even with those  
9 corrections, do you believe those are an appropriate way to  
10 measure the impact that this crawling activity had on  
11 Oracle's servers?

12 A. No, I really don't.

13 The way that we did it, which is just measuring  
14 very precisely when you have different numbers of  
15 simultaneous searches going on, how much does that affect  
16 how fast the search is complete, that's the correct way to  
17 analyze this.

18 Q. And is it correct that Mr. Klausner used a simple  
19 mathematical mean?

20 A. He did.

21 Q. And why is that wrong?

22 A. Well, a number of reasons. But in particular, the  
23 problem is that by selecting by -- sort of cherry-picking  
24 specific days, he essentially allowed -- chose averages  
25 that were very favorable to Rimini Street.

1 Q. And if you -- even allowing that -- under your  
2 overall methodology, did you reach a conclusion about  
3 whether or not there was an impact on Oracle systems?

4 A. Yes. I mean, even if you take this model, which I  
5 really believe is fundamentally flawed, but if you correct  
6 just the most glaring mistakes that even that model shows,  
7 there was measurable impact on Oracle's search performance  
8 when Rimini was crawling.

9 MR. RINGGENBERG: Thank you.

10 THE COURT: Recross?

11 MR. DYKAL: No further questions.

12 THE COURT: Thank you, Mr. Dykal.

13 Mr. Hicks, that will complete your testimony.  
14 You may step down. Thank you.

15 THE WITNESS: Thank you, Your Honor.

16 THE COURT: Ms. Dunn, Oracle's next witness?

17 MS. DUNN: Thank you, Your Honor. Oracle calls  
18 David Renshaw.

19 COURTROOM ADMINISTRATOR: Please raise your  
20 right hand.

21 You do solemnly swear that the testimony you  
22 shall give in the cause now before the Court shall be the  
23 truth, the whole truth, and nothing but the truth, so help  
24 you God?

25 THE WITNESS: I do.

1 COURTROOM ADMINISTRATOR: Please be seated.  
2 Please state your name and spell it for the  
3 record.

4 THE WITNESS: David Renshaw. That's  
5 R-e-n-s-h-a-w.

6 COURTROOM ADMINISTRATOR: Please tell us your  
7 city and state of residence.

8 THE WITNESS: Bristol in the UK.

9 THE COURT: All right. Ms. Dunn, go ahead,  
10 please.

11 MS. DUNN: Thank you, your Honor.

12 DAVID RENSHAW

13 called as a witness on behalf of the  
14 Plaintiffs, was examined and testified as follows:

15 DIRECT EXAMINATION

16 BY MS. DUNN:

17 Q. Good morning, Mr. Renshaw. How are you?

18 A. Good morning. I'm good, thanks.

19 Q. All right. So I know you're a little bit soft  
20 spoken, so I'm going to ask you to speak into the  
21 microphone, if you could do that.

22 Where do you live?

23 A. Bristol in the UK.

24 Q. And where do you work?

25 A. I work for Oracle UK.

1 Q. What do you do at Oracle?

2 A. I'm a senior database administrator.

3 Q. You're a database administrator?

4 A. Yes.

5 Q. Great. When did you first start your work at  
6 Oracle?

7 A. I started at Oracle in 1998.

8 Q. And before that, what did you do?

9 A. I -- for two years prior to that I worked for a  
10 company called Enterprise as a database administrator.

11 Q. And before that?

12 A. Prior to that, from 1988, I worked for the Ministry  
13 of Defense in the UK, again as an database administrator.

14 Q. It helps the court reporter a lot if you just lean  
15 into the mic a little bit and yell.

16 Okay. Database administrator. Is that a  
17 technical position?

18 A. Yes, it is.

19 Q. Do you make any business decisions for Oracle?

20 A. No, I don't.

21 Q. Do you have any contact with customers?

22 A. No, I don't.

23 Q. Do you work from home?

24 A. Yes, I do.

25 Q. Does anyone work there with you?

1 A. No.

2 Q. Do you interact with Oracle employees in person very  
3 often?

4 A. No, because I work from home.

5 Q. Okay. So how do you interact with them generally?

6 A. We either use email or instant messenger.

7 Q. And did you come all the way from England to testify  
8 here today?

9 A. Yes, I did.

10 Q. Mr. Renshaw, I know you're a little nervous today  
11 about your testimony. Have you testified in court before?

12 A. No, I haven't.

13 Q. Okay. You're hoping we keep it kind of short?

14 A. Yes, please.

15 Q. All right. I'll do my best.

16 In that spirit, I'd like to ask you some  
17 questions about a very limited time period, about November  
18 of 2008 until January of 2009. During that period were you  
19 working at Oracle as a senior database administrator?

20 A. Yes, I was.

21 Q. Okay. And prior to November of 2008, had you ever  
22 heard of a company called Rimini Street?

23 A. No, I hadn't.

24 Q. Okay. If you remember, how did you first learn  
25 about Rimini Street?

1       A.       It was when we had issues with the knowledge  
2 management system that we look after in November 2008.

3       Q.       What's a knowledge management system?

4       A.       It's the system that customers can use to -- if they  
5 are using Oracle products and they have issues with the  
6 product, they can log on to the knowledge management system  
7 and look at support documentation about those products.

8       Q.       So essentially is it a support website?

9       A.       Yes, it is.

10      Q.       And who can access those support documents?

11      A.       Customers who have support contracts can look at the  
12 documents and also the support analysts that support  
13 customers can look at the documents as well.

14      Q.       Okay. And you said that there were some issues with  
15 the knowledge management system in November of 2008. What  
16 were those issues?

17      A.       They -- the knowledge management system became  
18 partly unavailable. It was giving strange errors when  
19 people were trying to use it.

20               And to access the system, there's a tab in the  
21 web page that you have to click on to get to the system,  
22 and the tab disappeared at some point.

23      Q.       Were you personally involved in the investigations  
24 by Oracle concerning Rimini Street's actions between  
25 November 2008 and January 2009?

1 A. Yes, I was.

2 Q. And during that time, did Rimini Street's actions  
3 harm Oracle's computer systems?

4 A. Yes, they did.

5 Q. How so?

6 A. They made a system unavailable to customers and  
7 analysts internally.

8 Q. When you say unavailable, what do you mean?

9 A. As I said before, they were unable to access the  
10 knowledge management tab, and people were getting strange  
11 Java errors when they were trying to use the system.

12 Q. Okay. Strange Java errors; right?

13 A. Yes.

14 MS. DUNN: Okay. So you should have a binder  
15 right in front of you. And I'll ask you to turn to  
16 Plaintiffs' Exhibit 665.

17 I understand there to be no objection to this  
18 exhibit, Your Honor.

19 MR. DYKAL: No objection.

20 MS. DUNN: Okay. We move to admit Plaintiffs'  
21 Exhibit 665, and we'd like to publish to the jury.

22 THE COURT: It's admitted. You may publish.

23 (Plaintiffs' Exhibit 665 received into  
24 evidence.)  
25



1 BY MS. DUNN:

2 Q. Mr. Renshaw, I'm showing you a document which is  
3 titled Root Cause Analysis For KM Outage, and the date is  
4 November 20th of 2008. So, first of all, KM stands for  
5 knowledge management; right?

6 A. Yes, it does.

7 Q. Okay. And that's the support website we just  
8 discussed?

9 A. Yes.

10 Q. What is a root cause analysis?

11 A. So at Oracle we have a process that if there is an  
12 unscheduled outage on our production system, after the  
13 outage has been resolved, we then have to create a root  
14 cause analysis document, and basically that gives the  
15 details of the outage and what caused the outage and what  
16 we did to try to solve the outage.

17 Q. Okay. Let's look at page 4 of the root cause  
18 analysis which has a section that's called Outage Timeline  
19 and Events.

20 Does this part of the root cause analysis  
21 explain what happened and when it happened?

22 A. Yes, it does.

23 Q. And can you tell from looking at it what happened?

24 A. Yes.

25 Q. Would you explain to the jury what happened?

1       A.       So basically we started to see a large number of  
2 requests for documents which meant that it was putting a  
3 lot of extra load on the system, and that's what was  
4 causing the errors, people were saying, when they were  
5 trying to access the system.

6       Q.       When you say it put an extra load on the system,  
7 what does that mean?

8       A.       So because it was a fairly large number of documents  
9 this particular session was trying to retrieve, it meant  
10 that the system had to work a lot harder to try and  
11 retrieve all those documents in a very short space of time.

12       Q.       And this document appears to indicate that this  
13 incident occurred in the early morning. Would anyone be  
14 using the system at -- in the early morning hours?

15       A.       Yes, Oracle is a global company, so we have  
16 customers worldwide that are accessing the knowledge  
17 documentation. No matter what time it is anywhere in the  
18 world, someone can always be accessing the system, and  
19 customers expect to be able to get to it whenever they need  
20 to.

21               MS. DUNN: Let's turn to Exhibit -- Plaintiffs'  
22 Exhibit 667.

23               MR. DYKAL: There's no objection.

24               MS. DUNN: Your Honor, I understand there's no  
25 objection. We'd like to move admission of 667 and publish

1 to the jury.

2 THE COURT: It's admitted, and you may.

3 MS. DUNN: Thank you, Your Honor.

4 (Plaintiffs' Exhibit 667 received into  
5 evidence.)

6 BY MS. DUNN:

7 Q. Okay. So I'll wait for this to blow up so I can see  
8 it.

9 This appears to be an email that you sent on  
10 Friday, November 21st of 2008, so the day after we just  
11 discussed, the incident on November 20th, this is the day  
12 after, and you're sending this email to something called  
13 GITASD-systems-dba\_ww. What is that?

14 A. That's the mailing list for the database team that  
15 looked after the system.

16 Q. So this is your team basically?

17 A. Yes.

18 Q. So in the first sentence you say,

19 "I was called by Bart this morning because there  
20 were issues with ML3 and KM search very similar to the  
21 issue we saw yesterday."

22 First of all, what is ML3?

23 A. ML3 was the internal name for the system that  
24 customers could access to do knowledge management searches.

25 Q. Does that later become My Oracle Support?

1 A. Yes, it does.

2 Q. So in the sentence where you say that there was a  
3 "search very similar to the issue we saw yesterday," what  
4 are you talking about?

5 A. It means that on the following day when I was  
6 called, we were seeing the same Java errors and the KM tab  
7 had disappeared with some users. So it was reports of what  
8 we saw the previous day.

9 Q. So directing your attention now, then, to the second  
10 paragraph, you say,

11 "It appears from the investigation during the  
12 call that a particular user (from outside Oracle) is  
13 attempting to run some sort of automated crawl against  
14 ML3."

15 What do you mean by automated crawl?

16 A. So a crawl is a process that tries to log in to a  
17 system and pull out as much information as it can, in this  
18 case as many documents as it can, and we're saying it's  
19 automated because of the huge number of documents that this  
20 tried to obtain.

21 Q. So are you essentially trying to get to the bottom  
22 of what happened here?

23 A. Yes.

24 Q. Why is it called a crawl? Where does that come  
25 from?

1       A.       It's a nickname really internally, but it's a bit  
2 like an insect crawling along one bit at a time.

3       Q.       Got it.

4               Okay. So the next sentence you say,

5               "Looking at yesterday's og.log on the KM Core  
6 middle-tier" -- KM, I guess, is knowledge management.

7       A.       Yes.

8       Q.       -- "shows 1,307,654 entries for this user,"  
9 exclamation point. So what's going on there?

10      A.       So every time a user requested a particular  
11 document, the document was returned by a process called og,  
12 and every time it returned the document to a user, it  
13 logged who it returned it to and the document number that  
14 it returned.

15              So when I looked at the logs to see what was  
16 going on, we found that one particular user had requested  
17 1,307,654 documents in a relatively short period of time.

18      Q.       Okay. So you seem excited about this because of the  
19 exclamation point. Is this a normal thing?

20      A.       No. We'd never seen it before. That's just like  
21 way out of the ballpark, that figure.

22      Q.       Okay. Based on your experience on average, how many  
23 documents may a typical user attempt to download in any  
24 given day?

25      A.       Probably maybe no more than 20 or 30.

1 Q. So 1,307,624 is more than usual?

2 A. Slightly.

3 Q. All right. So how is the user identifying documents  
4 for that download, if you remember?

5 A. So the way the documents are listed in the system,  
6 the first document is document number 1.1, and then it --  
7 the number -- the numbering goes up sequentially. So the  
8 next document is 2.1, 3.1, up until, say, 20,000,000.1.

9 And it looked as if the user was trying to start  
10 with 1.1, add 1 to it, the figure, get 2.1, 3.1, and so on,  
11 until they tried to obtain that many documents.

12 Q. And what does this do to the system?

13 A. It put extreme load on the system because it's not  
14 normal for a user to try and obtain that many documents in  
15 that short a period.

16 MS. DUNN: All right. Let's move ahead in time  
17 a couple months. I'd like to show you Plaintiffs'  
18 Exhibit 669.

19 Again, Your Honor, I understand there's no  
20 objection here. We would move to admit and also show this  
21 to the jury.

22 MR. DYKAL: No objection.

23 THE COURT: It is admitted, and you may show it.  
24 (Plaintiffs' Exhibit 669 received into  
25 evidence.)

1 BY MS. DUNN:

2 Q. So, Mr. Renshaw, what we're seeing here that I'm  
3 sure you recognize is another root cause analysis for  
4 another KM outage, this time on January 8th of 2009.

5 Did you help prepare this document?

6 A. Yes, I updated it.

7 Q. So let's again here go to page 4, and, again, I'd  
8 like to look at the section called Outage Timeline and  
9 Events.

10 So the third line says, "Systems reported 100  
11 percent CPU load." What does that mean?

12 A. So if a server that is used to either host a  
13 database, or to host a middle-tier, has a finite capacity,  
14 and the CPU can only do so much, once it gets to 100  
15 percent use, basically it freezes. There's no other  
16 capacity for it to do anything else, and anything it is  
17 doing at the time most likely will have frozen.

18 Q. That sounds bad. Is it bad?

19 A. Yeah, it's not good.

20 Q. Okay. And then at the bottom of page 4 it says,  
21 "systems found deadlocked."

22 The jury actually heard a little earlier about  
23 deadlocks. What are deadlocks?

24 A. So in an Oracle Database, if two sessions try and  
25 update or delete the same record at the same time, Oracle

1 isn't sure which of the two -- the two sessions it should  
2 allow to do, the update or the delete, so instead it says  
3 "I'm not going to let either of you do it," and that's what  
4 is known as a deadlock.

5 Q. And then if you look at page 5 at 2:54, it says --  
6 there it is. "KM Core crashed and Systems was unable to  
7 restart." What does that mean?

8 A. So in the knowledge management system, the part  
9 that -- of the system that actually -- when a user logs on  
10 to the website and puts in a number that they want to see  
11 the document number of, the part that actually returns the  
12 document details to the screen of the user is KM Core.

13 And what KM Core does is when a user says "I  
14 want to make a document number 1.1," KM Core takes that, it  
15 goes to the database and it says give me document number  
16 1.1 and then returns it to the user.

17 Now, because the database was at 100 percent  
18 CPU, when KM Core tried to connect to the database to get  
19 the document, it was unable to get the document, and  
20 eventually, after trying too many times, it caused KM Core  
21 to crash.

22 Q. Let's just make this really simple. Does that mean  
23 that the system stopped working?

24 A. Yes.

25 Q. For how long?



1       A.       It took a while to get it working again. It looks  
2 like it was about 45 minutes.

3       Q.       Are you sure about that? It looks longer to me?

4       A.       Well, the entire -- the entire outage was a lot  
5 longer. It started at 20 -- just before midnight and  
6 finished about quarter past 4:00, but the actual outage was  
7 only -- the KM Core outage.

8       Q.       Got it. And for how long was the system unavailable  
9 to anybody who be wanted to access it?

10      A.       So probably about four and a half hours.

11      Q.       All right. Let's go to Exhibit 5372.

12               MR. DYKAL: No objection.

13               MS. DUNN: Your Honor, we move to admit 5372 and  
14 publish to the jury.

15               THE COURT: It's admitted, and you may.

16               (Plaintiffs' Exhibit 5372 received into  
17 evidence.)

18 BY MS. DUNN:

19      Q.       All right. So 5372, which is an email chain, I'd  
20 like to focus on the email from you to somebody named Gene  
21 Grella and others.

22               This email was sent on January 9th, 2009, so the  
23 day after we just discussed. It's marked as high  
24 importance. Do you see that?

25      A.       Yes, I do.

1 Q. And who is Gene and all these other people?

2 A. Well, Gene Grella was the director of the team that  
3 looked after my Oracle core system.

4 The others on the email, there's a couple of  
5 people from Development. My manager at the time is on  
6 there, and a couple of people from the middle-tier team as  
7 well.

8 Q. So in this email you say,

9 "I think I may have found something that points  
10 to a single user being the cause of all the deadlocks."

11 What had you found?

12 A. So when Oracle creates a deadlock, it creates what  
13 is known as a trace file, which is basically a text file,  
14 and in that text file for the deadlock it gave details of  
15 the two -- the two sessions that caused the deadlock and  
16 what the sessions were doing that actually caused the  
17 deadlock.

18 So we were able to see from the trace files who  
19 was logging in and what they were attempting to do when the  
20 deadlock was being created.

21 Q. Great. So let's look at pages -- the next pages, 2  
22 and 3, of this email. And it looks like here you show the  
23 name of the user causing the deadlocks. What's the name  
24 that user?

25 A. So there were two, two user names we found, there

1 was jrcorpuz@riministreet.com, and then  
2 jcorpuz@riministreet.com.

3 Q. Okay. If you look at pages 2 and 3, you'll see that  
4 that jcorpuz@riministreet.com, or  
5 jrcorpuz@riministreet.com, appears over and over and over  
6 again.

7 Is that a listing of all the trace files that  
8 you found?

9 A. No, that was just -- just a sample from a couple of  
10 the trace files.

11 Q. Okay. There were many more than those?

12 A. Yes, there were.

13 MS. DUNN: All right. Let's go to Plaintiffs'  
14 Exhibit 662.

15 MR. DYKAL: No objection.

16 MS. DUNN: Your Honor, we move to admit 662 and  
17 publish to the jury.

18 THE COURT: It's admitted and may be published.

19 (Plaintiffs' Exhibit 662 received into  
20 evidence.)

21 BY MS. DUNN:

22 Q. All right. So focusing at the top now, this is an  
23 email from a couple days later, January 12th of 2009. You  
24 are a recipient on this email from someone named Richard  
25 Foster. Who is Richard Foster?

1       A.       Richard Foster was the manager of the middle-tier  
2 team at the time.

3       Q.       Manager of the middle-tier team?

4       A.       The team that looked after KM Core.

5       Q.       All right. So directing your attention now to the  
6 third sentence in the email which says,

7               "Our Knowledge Doc repository on SURE" -- is  
8 SURE the database?

9       A.       Yes, it is.

10      Q.       Okay.

11              "-- on SURE is experiencing DB," database,  
12 "deadlock issues that appear to be caused by the account  
13 jcorpuz@riministreet.com."

14              Mr. Foster then says,

15              "What makes this episode a little different is  
16 that we're not seeing the extraordinary high level of  
17 activity coming through the Orion MT that we did with the  
18 two previous attacks."

19              So what does he mean by the two previous  
20 attacks?

21      A.       He's referring to the issues we saw in November of  
22 2008 and December 2008.

23      Q.       So we talked a little bit about the November of 2008  
24 incident. What's your understanding of what happened in  
25 December of 2008?

1       A.       I was actually on vacation at the time.

2       Q.       Okay. And so you didn't investigate those incidents  
3 in December?

4       A.       No, not personally.

5       Q.       Did you learn about them afterwards?

6       A.       Yes, I did.

7       Q.       And what is your understanding about what happened?

8       A.       It was very similar to the attempt to download a  
9 large number of documents that happened in November.

10      Q.       So let me also ask you. This email says that this  
11 January incident is different than the November and  
12 December attacks because you're not seeing an extraordinary  
13 high level of activity coming through the Orion MT.

14               Does that mean that this attack in January was  
15 less significant than the ones in November and December?

16      A.       No, because this -- this attack was the one that  
17 caused all the deadlocks in the database which, again, had  
18 the knock-on effect of making KM unavailable.

19               MS. DUNN: All right. Let's quickly, then, go  
20 to Exhibit 5376.

21               MR. DYKAL: No objection.

22               MS. DUNN: All right. Your Honor, we move to  
23 admit and publish to the jury.

24               THE COURT: It's admitted and may be published.  
25

1           (Plaintiffs' Exhibit 5376 received into  
2           evidence.)

3 BY MS. DUNN:

4       Q.     Okay. So, Mr. Renshaw, this mail is an email  
5       received by you on January 13th of 2009, also a couple days  
6       after the incident we just talked about.

7           And it's an email chain that includes an email  
8       from Gene Grella who we just talked about. Gene Grella  
9       writes in the second paragraph of this email,

10            "So you had to have the same user logged in on  
11       different machines doing searches at the exact same time  
12       for this to happen. It proves intent because this could  
13       only be done by many multiple searches from multiple  
14       machines under the same user ID."

15           What does that mean?

16       A.     So it means that for the deadlock to occur, it had  
17       to be the same user trying to download documents at the  
18       same time across multiple machines.

19       Q.     And in the next sentence Gene Grella says,

20            "They knew we were monitoring for high numbers  
21       of transactions by IP address. This circumvents that  
22       detection."

23           What does that mean?

24       A.     So an IP address is allocated to a computer when it  
25       connects to the Internet. So during this incident, we were

1     able to see that they were using four IP addresses which  
2     meant they were obviously coming from four different  
3     computers which is unusual.

4     Q.     And so I want to particularly ask you about this  
5     idea, this circumvents that detection.

6             Was it your understanding at the time that  
7     whoever was causing these incidents or attacks on your  
8     system was trying not to be discovered or trying to  
9     circumvent detection?

10    A.     Yes, because in the November and December issues, it  
11    appeared to be one user running the crawl coming from one  
12    IP address. So we were able to work out that it was that  
13    one particular IP address that was causing the issues and  
14    causing the load.

15             So in this case, the method changed slightly,  
16    and they tried to come from four different locations so  
17    there wasn't the huge load coming from one particular IP  
18    address.

19    Q.     And did it work? Did they manage to circumvent your  
20    detection or did you figure it out?

21    A.     We only figured it out because of the deadlocks in  
22    the database.

23    Q.     Let me also ask you, you earlier said that the  
24    system had been unavailable for four and a half hours. Is  
25    that typical? Does that ever happen, unavailability of

1 support documents from Oracle for four and a half hours?

2 A. No. I mean, Oracle aims to make the system  
3 available 24 by 7, so any outage, especially for four and a  
4 half hours worth of outage, is a big thing.

5 Q. And if you know, was Rimini Street responsible for  
6 all three of these incidents, the one in November, the one  
7 in December, and then the one in January?

8 A. Yes, they were.

9 MS. DUNN: Your Honor, I have no further  
10 questions at this time.

11 Mr. Renshaw, thank you.

12 THE COURT: All right. Cross-examination.

13 Mr. Dykal, go ahead, please.

14 CROSS-EXAMINATION

15 BY MR. DYKAL:

16 Q. Good morning, Mr. Renshaw. I just have a few quick  
17 questions.

18 A. Good morning.

19 Q. You were talking about deadlocks. Do you recall  
20 that?

21 A. Yes.

22 Q. Now, is it true that you had seen deadlocks that  
23 were not caused by Rimini Street?

24 A. Yes. Deadlocks can happen in the database but not  
25 to the same extent that we saw with Rimini.



1 Q. But you had actually seen some in September before  
2 Rimini Street's activity?

3 A. Yes, there was some in September.

4 Q. Thank you. And just to clarify, there was no  
5 permanent damage done to Oracle's servers by Rimini Street;  
6 correct?

7 A. No, there was no physical damage to the servers.

8 MR. DYKAL: That's all the questions I have.

9 THE COURT: All right. Any further questions,  
10 Ms. Dunn?

11 MS. DUNN: No redirect.

12 THE COURT: All right. Mr. Renshaw, I can tell  
13 you your testimony is completed and you may step down.  
14 Thank you.

15 THE WITNESS: Thank you.

16 MR. RINGGENBERG: Your Honor, for the next  
17 witness, Oracle would like to play agreed excerpts from  
18 deposition of Mr. Douglas Baron.

19 As before I have a much shorter list of exhibits  
20 that will be referenced, four of which have been admitted,  
21 to my understanding, three of which I move to admit at this  
22 time.

23 Those exhibits that have been previously  
24 admitted, I believe, are Plaintiffs' Trial Exhibit 34.

25 COURTROOM ADMINISTRATOR: Yes.

1 MR. RINGGENBERG: Plaintiffs' Trial Exhibit 38.

2 COURTROOM ADMINISTRATOR: Yes, by stipulation.

3 MR. RINGGENBERG: Forty-six.

4 COURTROOM ADMINISTRATOR: Yes.

5 MR. RINGGENBERG: And 173.

6 COURTROOM ADMINISTRATOR: Yes.

7 MR. RINGGENBERG: And the 3 additional exhibits

8 we would move in at this time are Plaintiffs' Trial

9 Exhibit 165, 168, and 174.

10 MR. RECKERS: No objection, Your Honor.

11 THE COURT: All right. They are admitted.

12 (Plaintiffs' Exhibits 165, 168, 174 received

13 into evidence.)

14 MR. RINGGENBERG: Ladies and gentlemen, so

15 you'll see another video deposition, of Mr. Douglas Baron.

16 You've heard him described in previous testimony as an

17 engineer who created some of the tools that are at issue in

18 this case. Thank you.

19 The length is about 20 minutes.

20 THE COURT: Mr. Ringgenberg, Mr. Baron you

21 identified as an engineer. An engineer employed by which

22 entity?

23 MR. RINGGENBERG: Rimini Street, Your Honor.

24 THE COURT: All right. Thank you.

25

1           (Videotape deposition of Douglas Baron played  
2           as follows:

3           PAGE 5:25 TO 6:17 (RUNNING 00:00:40.675)

4           "Q. Good morning, sir. We just met  
5           briefly off the record, but could you just  
6           state your name for the record, please?

7           A. Douglas Baron.

8           Q. And you currently work for Rimini  
9           Street; is that right?

10          A. I do work for Rimini Street.

11          Q. Could you give me your professional  
12          background before you joined Rimini Street?

13          A. Are you interested in prior companies  
14          that I worked for?

15          Q. Please.

16          A. Okay. Before joining Rimini Street,  
17          I worked for a company called TomorrowNow.  
18          Before working for TomorrowNow, I worked for  
19          PeopleSoft/Oracle. Before that, I worked for a  
20          company called American Management Systems.

21          PAGE 8:13 TO 8:15 (RUNNING 00:00:03.743)

22          Q. And you joined Rimini Street in  
23          October of 2006?

24          A. That is correct.

25          PAGE 10:16 TO 11:04 (RUNNING 00:00:40.934)

1 Q. What has your role been at Rimini  
2 Street?

3 A. My initial role at Rimini Street was  
4 to set up the first few PeopleSoft environments  
5 for our first few customers. That was my very  
6 first role.

7 Q. What other roles did you have?

8 A. After that, I was asked to develop  
9 programs which would extract information from  
10 the Customer Connect website. And after that,  
11 there were several miscellaneous development  
12 tasks and projects that I was asked to  
13 complete.

14 PAGE 26:07 TO 26:21 (RUNNING 00:00:24.971)

15 Did you have a program called Updates  
16 and Fixes?

17 A. Yes.

18 Q. Did you have one called Solutions?

19 A. Yes.

20 Q. Continuing Documentation?

21 A. Yes.

22 Q. Are there others that you can think  
23 of?

24 A. Did you mention Client Cases?

25 Q. I did not.

1 A. Okay.

2 Q. Any others you can think of?

3 A. Knowledge Base, I believe, was one.

4 There are -- there are a few.

5 PAGE 42:10 TO 44:04 (RUNNING 00:01:43.044)

6 Q. So I just want to make sure I

7 understand. Are -- are you saying in March of

8 2007, you had written a program called

9 Continuing Documentation, and as to the types

10 of information that it was designed to capture,

11 it made no effort to distinguish among product,

12 module, or release and it took all of the

13 information within the scope of its coverage?

14 Is that correct?

15 A. For this particular section of

16 Customer Connect, it would obtain everything in

17 this particular section.

18 Q. Right. So, for example, if there was

19 information installation guides, red -- what

20 did you call them? Red?

21 A. Red papers.

22 Q. Red papers. Sorry. So if there were

23 installation guides and red papers that were

24 for products the customer was not licensed for,

25 the customer -- the Continuing Documentation

1 program at this point in time would copy all of  
2 that material, and it would be obtained --  
3 retained by Rimini Street as part of its  
4 customer workup?

5 A. It would bring down all of the red  
6 papers. The red papers are not something that  
7 you would know what they are about until you  
8 actually brought them down and looked at them.  
9 There was no filtering mechanism on the website  
10 whatsoever for this particular section of  
11 Customer Connect.

12 Q. And so as a result of this lack of  
13 filtering mechanism, your solution at this  
14 point in time was just to take everything; is  
15 that right?

16 If you -- if you were unable to  
17 distinguish between -- because you were unable  
18 to categorize things, you just copied it all;  
19 is that right?

20 A. For this particular section of  
21 Customer Connect, we would obtain everything  
22 within this particular section of Customer  
23 Connect.

24 PAGE 45:25 TO 46:12 (RUNNING 00:00:34.352)

25 Q. Did -- is it correct that as of

1 March 2007, the Solutions program that you had  
2 written downloaded all of the material within  
3 its subject matter without limitation as to  
4 product, module, or release?

5 A. Actually, the Solutions extract  
6 program had one filter criteria that we were  
7 able to add to it, and that was to  
8 differentiate between PeopleSoft versus JD  
9 Edwards. That was the only separation we were  
10 able to do, because the website offered no  
11 separation.

12 PAGE 52:07 TO 52:11 (RUNNING 00:00:12.100)

13 Q. Do you -- are you familiar with a  
14 location on Rimini Street's network that's  
15 referred to as the -- the software library?

16 A. I haven't heard the term "software  
17 library."

18 PAGE 85:04 TO 85:16 (RUNNING 00:00:39.289)

19 Q. Do -- do I understand you correctly  
20 to say that at least at the time you were  
21 involved in downloading PeopleTools patches  
22 from the FTP site to this Rimini Street network  
23 location the practice was to download a single  
24 copy of each patch and to provide that to  
25 whatever Rimini Street clients had need of it?

1 A. At the time that I was asked to  
2 participate in bringing down tools patches from  
3 the FTP PeopleSoft site, the network directory  
4 was not client-specific at that time. However,  
5 that was a directory that was already there.  
6 It wasn't one that I created.

7 PAGE 120:25 TO 121:12 (RUNNING 00:00:32.097)

8 Q. And it makes reference to three  
9 scripts: Continuing Documentation, Solutions,  
10 and Updates and Fixes. Are those the first of  
11 the three download programs you developed at  
12 Rimini Street?

13 A. I believe those are the first three  
14 extract programs that I developed.

15 Q. Would you disagree that the -- their  
16 function is to download material from Oracle  
17 websites?

18 A. Their function is to bring down  
19 material from the Customer Connect website.

20 PAGE 121:23 TO 122:03 (RUNNING 00:00:11.725)

21 Q. But to download a file from a website  
22 means to make a copy; right?

23 A. To download a file, you would have a  
24 separate copy. The original would still be on  
25 the website.



1 PAGE 126:02 TO 126:18 (RUNNING 00:00:48.282)

2 Q. At times, up to ten VMs were running  
3 download programs at the same time; is that  
4 right?

5 A. We had a maximum of ten dedicated VMs  
6 that we could use to do extracts for our  
7 clients.

8 Q. And there were times when they were  
9 all ten used simultaneously; is that right?

10 A. There was at least one time that I --  
11 can recall where all ten were in use; however,  
12 at that time, it was for multiple customers.

13 Q. You don't -- it's -- to the best of  
14 your recollection, you never used all ten VMs  
15 at the same time for a single customer?

16 A. There was one instance where I  
17 believe we did use all ten, and that was for XO  
18 Communications.

19 PAGE 146:21 TO 147:05 (RUNNING 00:00:27.593)

20 Q. Other than comparing the list to what  
21 was actually downloaded, is there any analysis  
22 of whether the appropriate material was  
23 downloaded?

24 A. There was manual analysis. In fact,  
25 we had checklists that the support engineers

1       were required to use to go through the archives  
2       to make sure that we have an appropriate  
3       extract for that particular client.

4             PAGE 147:06 TO 147:16 (RUNNING 00:00:28.940)

5       Q. In the automated programs that you  
6       developed, was there any -- other than  
7       comparing the list of what was to be downloaded  
8       with what was actually downloaded, was there  
9       any analysis of whether the appropriate  
10      material was taken?

11      A. I don't believe it specifically looks  
12      at the list of modules and releases for the  
13      client, and that's why we had to always also  
14      have a manual procedure to ensure that we had  
15      the appropriate archive for that client.

16             PAGE 261:13 TO 261:18 (RUNNING 00:00:12.302)

17      Q. Do you see the reference to "our  
18      software library" in your first email?

19      A. Yes, uh-huh.

20      Q. Does that mean this network location  
21      that begins with "software"?

22      A. That is the location. I see that.

23             PAGE 262:07 TO 262:15 (RUNNING 00:00:37.673)

24      Q. I take it that at least as of October  
25      of 2007, in your view, Rimini Street was still

1 maintaining a central nonclient-specific  
2 archive of all of the software that's shown on  
3 the second page of Exhibit 161.

4 A. It is a central location for the FTP  
5 software. Beyond that, I'm not -- I'm not  
6 aware of any additional types of software that  
7 would go there.

8 PAGE 298:12 TO 298:13 (RUNNING 00:00:10.407)

9 Q. Sir, we were discussing Exhibit 170,

10 PAGE 298:22 TO 299:11 (RUNNING 00:00:45.882)

11 Q. In addition to the knowledge document  
12 extraction we already discussed, did you also  
13 devise a way to automatically download Oracle  
14 technology network pages and attachments  
15 relating to Siebel?

16 A. I was asked to create an automation  
17 process to obtain Siebel documents that are on  
18 the Oracle technology web -- web -- public  
19 website.

20 Q. And is it correct that you devised a  
21 process that downloaded 2.6 gigabytes of data  
22 in 23 minutes on your Rimini Street laptop?

23 A. That's correct. This particular  
24 program run took that much time.

25 PAGE 301:24 TO 302:20 (RUNNING 00:00:54.923)

1 Q. Did -- do you understand that the  
2 PeopleSoft and JDE material was migrated to  
3 what was called My Oracle Support a little  
4 later in 2008?

5 A. Yes, that's correct. The PeopleSoft  
6 and JD Edwards content was eventually migrated  
7 to My Oracle Support.

8 Q. And -- and what do you recall your  
9 role being in connection with that?

10 A. I would need to -- I was asked to  
11 develop an extract program for PeopleSoft and  
12 JD Edwards from the My Oracle Support website.

13 Q. And do you recall who the first  
14 customer was?

15 A. I know names of early customers. I  
16 don't recall which was the very first one.

17 Q. Who -- who do you recall?

18 A. I recall XO Communications.

19 Q. How about Genesis? Was that one  
20 also?

21 A. Genesis is one, uh-huh.

22 PAGE 303:08 TO 303:13 (RUNNING 00:00:14.685)

23 Q. Were you asked to survey My Oracle  
24 Support and try to analyze, you know, what the  
25 download process ought to be?

1 A. I was asked to design and develop an  
2 extract process for the My Oracle Support  
3 website.

4 PAGE 304:12 TO 304:20 (RUNNING 00:00:19.852)

5 Q. You could do searches for  
6 PeopleSoft-specific material, for example.

7 A. That was the problem. It is -- the  
8 site was not arranged that way. In fact, the  
9 early versions didn't even have any keywords  
10 loaded so the only way could you search for  
11 things would be by doc ID. And, of course, doc  
12 ID isn't going to tell you what it's really  
13 for.

14 PAGE 306:09 TO 306:10 (RUNNING 00:00:00.682)  
15 (Exhibit No. 172 was marked for  
16 identification.)

17 PAGE 306:16 TO 306:22 (RUNNING 00:00:25.306)

18 Q. So we understand what Exhibit 172 is,  
19 did Dennis Chiu prepare a history of the XO  
20 extract and then ask you to review -- make it  
21 accurate and comment on it?

22 A. That's correct. This -- this is the  
23 history of the XO extract which I was requested  
24 to help put together.

25 PAGE 307:07 TO 307:12 (RUNNING 00:00:16.101)

1 And the second paragraph says, "The  
2 XO knowledge base extract was performed on 10  
3 VMs pretty much around the clock." Is that an  
4 accurate summary of what happened?

5 A. There were ten VMs that were used for  
6 the XO Communications download.

7 PAGE 308:03 TO 308:21 (RUNNING 00:00:43.393)

8 Q. During the process, isn't it the case  
9 after an IP address was blocked, Rimini Street  
10 changed its -- the external IP address of  
11 certain of the machines doing downloading to  
12 avoid the block?

13 A. There was an instance where we  
14 obtained some additional fixed IP addresses.

15 Q. And -- and the purpose of switching  
16 to those was?

17 A. So that we could continue the extract  
18 that we were attempting to get for XO  
19 Communications, an extract they were entitled  
20 to get.

21 Q. Right. Oracle blocked your IP and  
22 then you switched to a different IP to keep  
23 downloading; right?

24 A. They were using additional fixed IP  
25 addresses in order to complete the extract that

1 the client was entitled to.

2 PAGE 313:11 TO 315:02 (RUNNING 00:02:00.788)

3 Q. Right. Down on 11-28, the last entry  
4 on the page, it says, "Started downloading the  
5 attachments using Download Them All from my  
6 house and not using the download VMs."

7 Is that a reference to computers at  
8 your -- at your home?

9 A. This was my Rimini Street laptop at  
10 my home office location.

11 Q. Which had a different IP address than  
12 the Rimini Street VMs; is that right?

13 A. This location would have a different  
14 IP address.

15 Q. So go with me to the next page,  
16 11-29-08 entry. It says "Knowledge base  
17 attachments were all downloaded." About  
18 halfway through, it says, "I then prune this  
19 directory structure and delete directories,  
20 categories, not applicable to XO, e.g., I  
21 removed the PeopleSoft and JD Edwards  
22 categories."

23 So do I understand correctly that the  
24 extract program you ran downloaded material  
25 without regard to whether it related to Siebel,

1 JDE, or PeopleSoft, and then you manually  
2 deleted material that you determined related to  
3 PeopleSoft and JDE?

4 A. The content that was on the My Oracle  
5 website was not indexed. There was no  
6 keywords. And all of the content for  
7 PeopleSoft and JD Edwards and people were all  
8 mixed together on the website, so the deletion  
9 was done after the download.

10 Q. So you couldn't identify which was  
11 which on the website, so you downloaded  
12 everything you could and then you -- after it  
13 was downloaded, you deleted the PeopleSoft and  
14 JD Edwards categories; is that correct?

15 A. We -- we downloaded by doc ID range  
16 and then deleted any content that was  
17 inappropriate for that particular client.

18 PAGE 323:13 TO 323:14 (RUNNING 00:00:00.498)  
19 (Exhibit No. 174 was marked for  
20 identification.)

21 PAGE 328:23 TO 329:09 (RUNNING 00:00:37.520)

22 Q. And the date entry is 12-17-2008. It  
23 says, the first entry, 120,079 doc IDs  
24 identified and initiated download of those web  
25 pages for Genesis." That's quite a bit more



1       than for XO, isn't it?

2       A. We found there are tremendous  
3       differences with the number of doc IDs out  
4       there because the site was actually being  
5       built, and we discovered as more and more  
6       content was being populated, the number would  
7       go up.

8             PAGE 329:15 TO 329:21 (RUNNING 00:00:18.537)

9       Q. Ultimately, you oversaw the  
10       downloading of all those documents and the  
11       attachments referenced in them; is that right?  
12       All 120,000 some odd doc IDs?

13       A. This extract process for these  
14       clients is something that I would have  
15       overseen.

16             PAGE 330:07 TO 330:14 (RUNNING 00:00:21.526)

17       Q. Right. And as the responsible  
18       person, my question is: Is it correct that the  
19       programs you wrote, oversaw, downloaded 120,000  
20       doc IDs and all the attachments referenced in  
21       them?

22       A. For this particular extract that  
23       you're referring to, it is saying 120,000 doc  
24       IDs for that particular customer.

25             PAGE 336:18 TO 336:24 (RUNNING 00:00:20.518)

1 Q. Sir, returning back to JD Edwards,  
2 you built an application called Update Center  
3 which obtained certain material from Customer  
4 Connection relating to JDE; is that correct?

5 A. Yes. I developed an Update Center  
6 program that was an extract program for  
7 obtaining JD Edwards content.

8 PAGE 339:02 TO 339:07 (RUNNING 00:00:23.565)

9 Q. You used a Medtronic login ID to run  
10 and test your Update Center program in May of  
11 2008; is that correct?

12 A. It says I performed an extract for --  
13 let's see here. This was an extract for  
14 Medtronic.

15 PAGE 339:21 TO 340:09 (RUNNING 00:00:38.446)

16 Q. And look at number 11. The second  
17 bullet point says, "Dennis was going to offer  
18 Medtronic files for both change assistant and  
19 the custom Update Center extract program I  
20 wrote, but I reminded him my program was not  
21 fully tested and would need more code fixes.  
22 The plan all along was to use my program for  
23 the second JD Edwards client we should get  
24 should we decide to go with my program." Is  
25 that an accurate statement?

1 A. The statement is accurate; however,  
2 I -- it doesn't tell me what ID was used for  
3 development. This doesn't tell me.

4 PAGE 350:05 TO 350:06 (RUNNING 00:00:00.564)  
5 (Exhibit No. 175 was marked for  
6 identification.)

7 PAGE 350:09 TO 350:12 (RUNNING 00:00:08.888)  
8 Is this an email exchange in which you asked  
9 JR Corpuz for any currently valid JD Edwards  
10 login?

11 A. I see the request here, uh-huh.

12 PAGE 350:21 TO 351:04 (RUNNING 00:00:19.207)

13 Q. Well, you -- you said, "Do you have  
14 any JD Edwards clients where the MED has not  
15 occurred yet?" By necessity, that means you  
16 weren't asking about work for a particular  
17 client; right?

18 A. The context isn't here. I -- I don't  
19 know what the ID, you know, was going to be  
20 used for. I -- I -- it doesn't say.

21 PAGE 351:24 TO 352:10 (RUNNING 00:00:24.437)

22 Q. If you were doing that, to do that  
23 work, the development and testing and updating  
24 work, you would need a -- a working login;  
25 right?

1 A. If I'm doing development work, I  
2 would need a valid login. But this doesn't  
3 tell me what the -- what the requests are for.  
4 And, in fact, it says "do we have." It says  
5 "can you give it to me?" It's quite possible.  
6 That he assumed I was asking for one and I was  
7 simply asking, do we have any.

8 PAGE 352:18 TO 352:22 (RUNNING 00:00:09.480)

9 Q. Why in the world would you ask, "Do  
10 you have a valid ID?" And not intend for him to  
11 tell you what it was?

12 A. I don't know what I was thinking at  
13 this time.")

14 MR. RINGGENBERG: Your Honor, we have one more  
15 video deposition this morning before our next live witness.  
16 The list of exhibits is very small on this one.

17 It's the testimony of Mr. J.R. Corpuz.

18 The two previously admitted exhibits are 34 and  
19 105, both plaintiffs.

20 COURTROOM ADMINISTRATOR: Thirty-four is  
21 admitted; 105 is by stipulation.

22 MR. RINGGENBERG: And then we have three  
23 additional documents to move into evidence, Plaintiffs'  
24 trial Exhibits 113, 122, 126.

25 COURTROOM ADMINISTRATOR: And what's the date of

1 the deposition, please?

2 MR. RINGGENBERG: I don't know that I can --

3 MR. Reckers: No objection, Your Honor, to the  
4 exhibits.

5 MR. RINGGENBERG: Ladies and gentlemen, this is  
6 the deposition of Mr. JR Corpuz, who you heard referenced  
7 in Mr. Renshaw's testimony this morning. This is 16  
8 minutes.

9 THE COURT: All right. And the exhibits are  
10 admitted.

11 MR. RINGGENBERG: Thank you, Your Honor.

12 (Plaintiffs' Exhibit 113, 122 and 126  
13 received into evidence.)

14 (Videotape deposition of J.R. Corpuz played  
15 as follows:

16 PAGE 7:25 TO 8:02 (RUNNING 00:00:02.763)

17 "Q. Could you just say your name for the  
18 record, please?

19 J.R. Corpuz.

20 PAGE 8:06 TO 8:09 (RUNNING 00:00:08.099)

21 Q. Do you work at Rimini Street?

22 A. Yes, I do.

23 Q. How long have you worked there?

24 A. I worked there about, since 2006.

25 PAGE 9:14 TO 9:18 (RUNNING 00:00:18.984)

1 Q. And what roles have you had at Rimini  
2 Street?

3 A. When I first joined the company, I was with  
4 marketing, Lee Chen. And since then, after that, I  
5 moved, I went up to the onboarding department.

6 PAGE 10:09 TO 10:16 (RUNNING 00:00:24.811)

7 Q. What does onboarding mean?

8 A. Onboarding, basically when Rimini Street  
9 gets -- or assigns new clients, onboarding is in  
10 charge of the transition, making sure everything,  
11 the processes runs smooth, so --

12 Q. But the transition from their previous  
13 support provider to Rimini Street?

14 A. To Rimini Street.

15 PAGE 10:17 TO 10:22 (RUNNING 00:00:24.208)

16 Q. And in the onboarding process, what is your  
17 role in particular?

18 A. Right now, basically just making contact  
19 with the client, performing the archive for the  
20 clients that are still under maintenance. Yeah. So  
21 basically, that's pretty much it.

22 PAGE 13:19 TO 13:24 (RUNNING 00:00:17.850)

23 Q. And as part of the onboarding process  
24 currently, does Rimini Street assist the customer in  
25 making a media request to Oracle for a delivery of

1 CDs or DVDs or software?

2 A. Currently, if a client -- yes, yes, we try  
3 to assist them.

4 PAGE 14:03 TO 14:07 (RUNNING 00:00:13.008)

5 Q. Part of the onboarding process is to build  
6 an extract of a certain materials if the customer is  
7 still within their maintenance end date; is that  
8 right?

9 A. That's correct. Correct, yeah.

10 PAGE 14:08 TO 14:11 (RUNNING 00:00:11.021)

11 Q. And part of the onboarding process is for  
12 some customers to build an environment of their  
13 PeopleSoft software; is that right?

14 A. Yes, that's correct.

15 PAGE 22:09 TO 22:11 (RUNNING 00:00:08.308)

16 Q. And those environments are on a Rimini  
17 Street server; is that correct, once they're built?

18 A. Yeah. That is correct, yeah.

19 PAGE 34:24 TO 35:22 (RUNNING 00:01:08.672)

20 Q. And are you aware that the My Oracle  
21 support website has certain terms and terms of use  
22 associated with it?

23 A. I am not familiar with the certain usage,  
24 the terms.

25 Q. I understand you may not know what the

1 terms are, but you understand that the website has  
2 terms of use that apply; correct?

3 A. Yes.

4 Q. And so the login page at the bottom says,  
5 Use of this site is subject to the legal notices and  
6 terms of use and privacy statement located on this  
7 site.

8 Do you see that?

9 A. Yes, I see it.

10 Q. And are you aware that that's on the  
11 website when you login to do your work as well?

12 A. I don't even pay attention to it.

13 Q. Have you ever reviewed the terms of use for  
14 My Oracle Support?

15 A. I don't remember looking at it.

16 Q. Do you know whether anyone else at Rimini  
17 Street has looked at them?

18 A. To my knowledge, I'm not sure.

19 PAGE 36:11 TO 36:14 (RUNNING 00:00:09.327)

20 Q. But you've logged in several times and as  
21 part of your job, you log on the website and you  
22 download certain material; right?

23 A. Yes, yes.

24 PAGE 58:06 TO 58:08 (RUNNING 00:00:09.309)

25 Q. Well, first, is this an email chain



1 between you and Mr. Renschen in March of 2009?

2 A. Yes, it is.

3 PAGE 58:17 TO 61:17 (RUNNING 00:04:31.437)

4 Q. Let me read you a couple of sentences, the  
5 first sentence says, A few things have changed since  
6 Customer Connection transitioned to My Oracle  
7 Metalink3 back in November. With My Oracle, all the  
8 solutions, client cases, continuing documentation  
9 have been basically moved into what they are calling  
10 a Knowledge Base. With that, Oracle is blocking IP  
11 addresses for those who perform mass downloads, as  
12 in what Doug's old automation programs do.

13 Did you write that sentence to  
14 Mr. Renschen?

15 A. Yes, I did.

16 Q. And is -- Doug's old automation programs  
17 are programs that Doug Baron wrote that Rimini  
18 Street used to download material from Oracle; is  
19 that right?

20 A. Doug's programs, yes, they were.

21 Q. And you've described them to Mr. Renschen  
22 as performing mass downloads; is that right?

23 A. Well, I'm not familiar. I'm not technical,  
24 so if I use the word "mass downloads," it's just,  
25 that's what I -- I don't remember using it, but I'm

1 not a technical -- I'm not an IT guy, so if I said  
2 mass downloads, it could have meant a lot of things.  
3 I just use that because probably that's what I was  
4 thinking at the time, but honestly, I don't -- I  
5 don't remember. I mean, if I said mass downloads,  
6 that's what I said. But, again, I'm not technical  
7 so --

8 Q. You don't deny that you described  
9 Mr. Baron's automation programs as performing mass  
10 downloads; correct?

11 A. In the email, yes, mass downloads.

12 Q. And sitting here today, do you think that's  
13 inaccurate?

14 A. Well, the email says, as I said, mass  
15 downloads, but, again, I'm not -- I'm not technical,  
16 so if I use it, you can take it for what it's worth,  
17 but I'm not -- you know, I wouldn't -- I wouldn't  
18 use -- I mean, mass downloads, I could have been  
19 referring to -- it could have been the wrong word to  
20 use. I don't remember. But it says it here, but,  
21 you know.

22 Q. Is it inaccurate, in your view today, with  
23 what you know?

24 A. It could have been inaccurate. It may have  
25 been the wrong choice of words to use. I'm not even

1       sure -- I'm not even sure -- I just run Doug's old  
2       program. I don't know what it does. I don't know  
3       how it does it or how it was created, so to say mass  
4       downloads isn't fair to Doug because that may not  
5       have been the case. That's not what -- that may not  
6       have been what it was creating and what it was used  
7       to do.

8       I mean, I was doing downloads and it was  
9       pulling material. It was downloading material  
10      simultaneously, so mass, the same thing. I mean, I  
11      could have said, for those who perform simultaneous  
12      downloads, but in this case, I just used mass.

13     Q. Well what did Mr. Baron's old automation  
14     programs do?

15     A. It downloaded various pieces from Customer  
16     Connection. It downloaded updates and fixes,  
17     upgrade scripts for whatever the client is running.

18     Q. It downloaded material in an automated  
19     fashion; is that correct?

20     A. I'm not sure if that's what it was intended  
21     or if that's what it did, but it helped to download  
22     material simultaneously.

23     Q. Well, you ran a program, you pressed a  
24     button, and it downloaded a bunch of stuff; right?

25     A. Uh-huh. Yes, so it's --

1 Q. Is there any way in which that's not  
2 automated?

3 A. Yes, I mean, it helps. It helps. It  
4 helped me perform multiple tasks, yes.

5 PAGE 68:09 TO 69:15 (RUNNING 00:02:12.056)

6 Q. And is it consistent with your recollection  
7 that you started using those programs on or around  
8 February 2007?

9 A. I was trained in late 2006, so I don't  
10 remember if anything changed.

11 Q. When you were trained originally, were you  
12 trained in using Mr. Baron's programs or in some  
13 other way?

14 A. I was trained using Doug's -- how to run  
15 Doug's program.

16 Q. So they were in use at least as of late  
17 2006; is that right?

18 A. I believe so.

19 Q. And can you just describe for me generally  
20 how do they work?

21 A. I'll just start from, go with this list.

22 So updates and fixes basically took --  
23 created -- downloaded the updates and fixes from  
24 Customer Connection, which was Customer Connection  
25 back then. Solutions, I downloaded solutions that

1       were -- that pertained to the client. Continuing  
2       documentation -- continuing documentation, I  
3       believe, were Knowledge Base, like upgrades, grips,  
4       and it would download those as well.  
5       Basically, everything listed it would  
6       download, the updates and fixes it would download  
7       each update that they were entitled to, solutions  
8       are documents -- I believe they were documents, and  
9       it would download those to their folder as well.  
10      Continuing docs, upgrade scripts, installation,  
11      installation instructions, it would download those  
12      for the client as well.

13             PAGE 69:21 TO 70:08 (RUNNING 00:00:49.618)

14      Q. And then you had a new customer, you logon  
15      to the VM, you would execute this program, and would  
16      you do everything in an automated way or did you  
17      have to, you know, check certain boxes along the  
18      way? Do you click it and walk away? Can you tell  
19      me a little bit more exactly how it worked?

20      A. Yeah. For updates and fixes, we'd go by  
21      that architecture questionnaire and application  
22      document, enter in the information that the client  
23      provided into the updates and fixes -- it has fields  
24      where you enter it, drop down, choose the  
25      appropriate setting, enter in the information, and,

1       yeah, I just hit click and it would take over.

2               PAGE 126:22 TO 127:07 (RUNNING 00:00:24.624)

3       Is this an email that Mr. Baron sent to  
4       you around that time?

5       A. Yes, it is.

6       Q. And he says, quote, I updated the solutions  
7       extract program so it will work with both JD Edwards  
8       and PeopleSoft clients.

9       Does that refresh your recollection about  
10      whether Mr. Baron's programs were used to obtain  
11      information for JD Edwards?

12      A. From this, yes, it looks like it would work  
13      with JD Edwards.

14              PAGE 127:08 TO 127:13 (RUNNING 00:00:30.895)

15      Q. And did you ever use this program, to your  
16      memory?

17      A. I don't remember using it for JD Edwards.

18      Q. There's a screenshot on the first page of  
19      the Exhibit 23.

20      A. Uh-huh.

21              PAGE 157:17 TO 157:19 (RUNNING 00:00:01.168)

22      (Document marked Exhibit 33  
23      for identification.)

24      BY MR. RINGGENBERG:

25              PAGE 158:19 TO 159:03 (RUNNING 00:00:40.433)

1 Is this what the software request looks  
2 like as it's submitted to Oracle?

3 A. Yes, that's correct.

4 Q. And was it typical for Rimini Street, in  
5 drafting these requests, to say that the CD media to  
6 be shipped to both our primary address and our  
7 secondary offsite backup location?

8 A. I believe so, yes.

9 Q. Do you know who drafted that language?

10 A. I'm not aware.

11 PAGE 159:04 TO 160:03 (RUNNING 00:01:11.755)

12 Q. And at the bottom of the request, there's  
13 two sections. It says, The first archive CD  
14 material should be shipped to our primary address,  
15 and it lists the client's addresses.  
16 That's where the client's actually located;  
17 is that correct?

18 A. Yes.

19 Q. And then the second one says, The second  
20 archive of CD media should be shipped to our offsite  
21 backup location as follows, and then it has an  
22 address.

23 Does the request identify that that's  
24 Rimini Street's address?

25 A. On the SR that's created, I can't remember

1 if Rimini Street was -- I can't remember.

2 Q. Certainly, on this example, it's not  
3 listed; right?

4 A. Yeah, yes.

5 Q. This is described as our offsite backup  
6 location.

7 A. Uh-huh.

8 Q. It's true, isn't it, that the reason for  
9 the request was for Rimini Street to build an  
10 environment on Rimini Street's premises for tax  
11 development work?

12 PAGE 160:04 TO 160:04 (RUNNING 00:00:02.167)

13 A. I believe so, yes.

14 PAGE 162:12 TO 162:21 (RUNNING 00:00:31.019)

15 Q. My question's different, which is: Did you  
16 ever tell anyone at Oracle, oh, you know, by the  
17 way, we're getting these because we're going to  
18 develop and build an environment with them?

19 A. I just followed the procedure, which was to  
20 upload the software request template that would  
21 create. Nothing more. So, no.

22 Q. Are you aware of anyone else ever  
23 disclosing that to Oracle?

24 A. I don't think so. I don't know.

25 PAGE 177:06 TO 177:25 (RUNNING 00:01:07.041)



1 Q. Did Ms. Williams ask you to copy a  
2 PeopleBook CD to the internal software folder on  
3 Rimini Street server?

4 A. Is there another email that goes with  
5 this, say, my reply or --

6 Q. There is.

7 A. I'd need to take a look at that. I mean --

8 Q. Well, I promise, you'll get to see it.  
9 My question is: She asked you to copy a  
10 PeopleBook CD to the internal software folder on the  
11 Rimini Street server; right?

12 A. It looks like that's what she said.

13 Q. As well as maintenance packs, as well;  
14 right?

15 A. From her email, yes.

16 Q. And based on your understanding of Rimini  
17 Street's policies, is that an appropriate request?

18 A. Again, I can't remember this email. I  
19 can't remember what it was for. I simply can't say.  
20 It's just a vague request. I don't remember.

21 PAGE 189:21 TO 189:25 (RUNNING 00:00:17.171)

22 Q. Are there other instances when you have  
23 copied or other people have copied Oracle software  
24 support materials to the internal software location  
25 on Rimini Street's network?

1 A. There may have been times, yes.

2 PAGE 197:19 TO 197:20 (RUNNING 00:00:00.052)

3 (Document marked Exhibit 44

4 for identification.)

5 PAGE 198:03 TO 198:10 (RUNNING 00:00:18.738)

6 Q. Mr. Baron asked you, quote, Do we have any

7 JD Edwards' client where the MED has not yet

8 occurred -- has not occurred yet? Please let me

9 know.

10 And you replied, quote, Yes, Cooke

11 Communications, and you list a name and password; is

12 that right?

13 A. Yes, it is.

14 PAGE 199:10 TO 199:13 (RUNNING 00:00:09.044)

15 Q. You answered his question directly, didn't

16 you? You said, yes, Cooke Communications, and you

17 gave the name and password; is that right?

18 A. Yes, looks like it.")

19 THE COURT: Oracle's next witness, please.

20 MS. DUNN: Your Honor, Oracle calls Buffy

21 Ransom.

22 THE COURT: MS. DUNN, we'll take our final break  
23 somewhere around noon.

24 MS. DUNN: I'll keep that in mind, Your Honor.

25 COURTROOM ADMINISTRATOR: Please raise your

1 right hand.

2 You do solemnly swear that the testimony you  
3 shall give in the cause now before the Court shall be the  
4 truth, the whole truth, and nothing but the truth, so help  
5 you God?

6 THE WITNESS: I do.

7 COURTROOM ADMINISTRATOR: Please be seated.

8 Please state and spell your name for the record.

9 THE WITNESS: Buffy Ransom; B-u-f-f-y,  
10 R-a-n-s-o-m.

11 COURTROOM ADMINISTRATOR: Please tell us your  
12 city and state of residence.

13 THE WITNESS: Denver, Colorado.

14 BUFFY RANSOM

15 called as a witness on behalf of the  
16 Plaintiffs, was examined and testified as follows:

17 DIRECT EXAMINATION

18 BY MR. ISAACSON:

19 Q. We're still on good morning. Would you go ahead and  
20 introduce yourself to the jury?

21 A. Hi, I'm Buffy Ransom.

22 Q. And where do you work?

23 A. I work at Oracle America.

24 Q. And how long have you worked at Oracle?

25 A. Twenty-two years now.

1 Q. All right. Would you explain your work history at  
2 Oracle and the companies that have become part of Oracle?

3 A. So, I started at JD Edwards in 1993. I worked in a  
4 technical support capacity for about 18 months, moved into  
5 management, managed many different types of JD Edwards  
6 teams, and in 2003 we were acquired by PeopleSoft, and then  
7 in 2005 we were acquired by Oracle.

8 Q. So all together how long have you worked at JD  
9 Edwards, PeopleSoft, or Oracle?

10 A. Twenty-two years.

11 Q. And before you started at JD Edwards in 1993, what  
12 was your educational background?

13 A. So, I received a master's degree from Colorado State  
14 University.

15 Q. All right. And why don't you tell me about your  
16 undergraduate degree?

17 A. Undergrad was from Colorado State as well in  
18 business administration.

19 Q. Now, would you give me a general overview of the  
20 various roles you've had starting with JD Edwards, and then  
21 we'll move into PeopleSoft and now Oracle?

22 A. For the first 18 months, my first job was to work as  
23 a technical support engineer for the JD Edwards product  
24 line.

25 So I did installations and upgrades, and I

1     trained customers, I spoke with them over the phone 24/7,  
2     worked weekends with them for almost 18 months.

3     Q.     All right. What happened then?

4     A.     Then I moved into management and actually managed  
5     that same particular team for another two years, and moved  
6     my way up to managing the JD Edwards World product line.

7     Q.     All right. And what -- and then after JD Edwards,  
8     then PeopleSoft?

9     A.     Then PeopleSoft. So during the PeopleSoft  
10    timeframe, which is around 18 months that we were acquired  
11    by PeopleSoft, I managed a -- the entire JD Edwards team.

12    Q.     Okay. And then we get to Oracle. Tell me about  
13    after Oracle acquires PeopleSoft and JD Edwards.

14    A.     So during Oracle, which was 2005 so -- to now, I  
15    managed JD Edwards and started actually managing additional  
16    teams as well, so what we call global business units which  
17    are smaller different acquisitions that we took on over the  
18    years.

19    Q.     All right. And so what's your current title?

20    A.     My current title is Vice-President of Global  
21    Customer Support.

22    Q.     And when did you start that role?

23    A.     I started that role in 2008. I managed -- or I was  
24    vice-president over JD Edwards in 2008, and then, in 2011,  
25    moved into the eBusiness suite side of the house which is

1 another enterprise software in Oracle.

2 Q. All right. Now, you mentioned you were  
3 vice-president for JD Edwards in 2008. Was that  
4 vice-president for Oracle Global Customer Support?

5 A. It was, yes.

6 Q. And what is that? Tell me about your  
7 responsibilities and what you did?

8 A. So in that role I managed many of the engineers, the  
9 same engineers that I was, to ensure that we delivered  
10 quality support, great customer satisfaction 24/7 for all  
11 of our customers.

12 In addition to that, I work with customers  
13 regularly. So if a customer wants to call me, talk about a  
14 situation, talk about their upgrade, their testing,  
15 whatever may be going on, I work with customers almost on a  
16 daily basis.

17 Q. All right. And so you worked with customers. How  
18 long have you been working directly with customers?

19 A. Twenty-two years.

20 Q. And how many customers have you worked with over  
21 that period of time?

22 A. Oh, gosh. I would say hundreds, if not thousands of  
23 customers.

24 Q. And what are the ways you've interacted with  
25 customers over that time?

1       A.       I've done anything from technically helping them  
2 work through their issues, to working with them over the  
3 phones, working with the CIOs and executives to ensure that  
4 the support that we're delivering is good.

5       Q.       And how familiar are you with PeopleSoft software?

6       A.       So, during the PeopleSoft acquisition, I actually  
7 worked on the PeopleSoft applications as an employee  
8 actually.

9       Q.       So tell us generally what PeopleSoft software does.  
10 Remind us of that?

11       A.       So, PeopleSoft software mostly specializes in human  
12 resource management, so hiring employees, managing  
13 employees, doing performance reviews, doing payrolls,  
14 checks, those type of things. In addition to that, it does  
15 financials and supply chain as well.

16       Q.       All right. One of the things I told the jury in  
17 opening statement was there would come a point during this  
18 trial we would show you how the software works for a brief  
19 amount of time.

20               And I think it will fit in before our lunch  
21 break, Your Honor.

22               So we'll go through a series of slides here that  
23 you've prepared.

24               So let's look at slide 1. All right. Can you  
25 tell -- it says PeopleSoft in the corner. Can you tell the

1 jury what they're looking at?

2 A. So, if I'm the hiring manager within a company, and  
3 if I'm using PeopleSoft, this would be the screen that you  
4 would see to manage hires.

5 Q. Okay. And you've got a red arrow there, manage  
6 hires, up in the corner.

7 So let's look at slide 2, and then what happens  
8 when you're going through this process of hiring a new  
9 employee?

10 A. So, when you hire a new employee, typically you  
11 post, you know, the position internally on an internal  
12 website.

13 Once you post that position and people start  
14 applying for the job, the software actually manages all  
15 those applicants, and so all those names that you see  
16 before, George, Donna and Casey, have applied for this  
17 particular job.

18 Q. Okay. Now, these are not real names, these are  
19 names you made up for this?

20 A. These are pretend names.

21 Q. Okay. And have you decided yet whether Casey Cheng  
22 is a man or woman?

23 A. No.

24 Q. Okay. We'll find out as we go along.

25 Now, let's go to slide 3.



1           So right now tell us how we've -- you've clicked  
2 on Casey Cheng; is that right?

3       A.     So, we've clicked on Casey Cheng. We believe  
4 Casey's going to do a great job in this particular position  
5 that we're hiring them for, and to do so, you type in  
6 information, and some of it's very secured information, so  
7 Social Security number, their address, the state, the taxes  
8 that the -- will be derived from the state that they work  
9 in as well.

10      Q.     All right. And where is -- this information you're  
11 describing, where is it stored?

12      A.     Some of it's stored typically in a database, and so,  
13 in this particular case, it would be an Oracle Database.

14      Q.     Okay. Now, we go to slide 4. What are we looking  
15 at here?

16      A.     So at this particular point we're hiring the  
17 employee. It looks like we have decided what the  
18 compensation will be on a monthly basis.

19           So you can see the compensation there right in  
20 the middle, we'll pay them on a monthly basis, and it  
21 calculates the annual salary, and then from here it will  
22 calculate the taxes that will be pulled out, all the  
23 withholdings and the benefits as well.

24      Q.     And how does the PeopleSoft software use this  
25 information?

1       A.       It uses the -- this particular information to, you  
2 know, manage all of the employees within your department  
3 and the new hires as well.

4       Q.       All right. And what about information about  
5 withholding for taxes, federal, state, or otherwise?

6       A.       Exactly. And so when you go through the process to  
7 decide the compensation, you -- the software itself will  
8 actually calculate those withholdings and benefits based  
9 off of the state, the information that you put in here, and  
10 it's the state that you work in, obviously, versus the  
11 state you were born in or whatever might have happened.

12      Q.       All right. Now, Siebel software, how familiar are  
13 you with Siebel?

14      A.       So, Siebel software actually, again, as we were  
15 acquired by Oracle in 2005, Siebel was actually our call  
16 center tracking software, and so you've probably heard the  
17 name called Metalink. So Metalink was actually a call  
18 center, Siebel call center.

19      Q.       Okay. And how do customers use Siebel software?

20      A.       So, Siebel software can be anything from managing  
21 your marketing campaigns, looking at your social media,  
22 looking at -- if you have potential customers, it will  
23 manage potential customers as well.

24                   And then once you actually have a customer, then  
25 it actually will manage call center as well.

1           So if -- once you've set up a customer or  
2           account, and you want to use the call center application,  
3           which is managing tickets or help desk or whatever it may  
4           be, it will do that as well.

5           Q.     All right. So let's look at slide 5 looking at  
6           Siebel, and let's take Casey Cheng into the workplace?

7           A.     So, Casey looks like they're going to be a support  
8           engineer.

9                     So, as Casey looks at their home page. Casey  
10           sees two things, my service request, and a service request  
11           is that individual ticket that is a request for help. So  
12           it's anything from "I need a license key," anything from  
13           "can you please ship some information to me," "my hard  
14           drive isn't working," whatever it may be.

15                    So it's a request for help, and that's how we  
16           actually document everything that's going on within that  
17           service request as well.

18           Q.     What's down below, My Activities?

19           A.     My Activities is like a task manager. It just  
20           manages activities. It's like a tickler, if you will.

21                    So for a particular service request, if you need  
22           to do three things to help the particular customer, you can  
23           create those activities.

24           Q.     What are those bar charts on the right?

25           A.     The bar chart on the right is really just a picture

1 of Casey's work, and this one is shown a picture based off  
2 of the severity of work that they have.

3 And you can see that there's probably the  
4 display by field, it's showing severity, but you can do  
5 many different types to show what actual work Casey has.

6 Q. That sounds ominous. What is severity of work?

7 A. So, as when you're in a call center, obviously if a  
8 customer calls in and says "I have a very, very critical or  
9 urgent issue," typically we'll put it at a severity 1,  
10 which is critical.

11 Severity 2 is, yikes, you know, "this is really  
12 painful, this is really difficult, but I can wait a day,  
13 you know, if that works for you."

14 Severity 3 is maybe something to where, you  
15 know, "I have an issue, but, yeah, if you can get back with  
16 me within a week or so, that would be great."

17 Q. Okay. Now, we've got a red arrow up by the accounts  
18 tab. Again, maybe if we click on that, maybe we'll turn to  
19 slide 6.

20 All right. Tell us what we're looking at here  
21 at slide 6?

22 A. So, the accounts tab -- so, every service request is  
23 owned by a customer, so the customer has an account.

24 And in this particular tab you can see all the  
25 information that is for the particular accounts. You can

1 see their address and you can see their contact names.

2 And if you look at the tabs down below -- if you  
3 want to blow that up. Awesome. Thank you. You can see  
4 the activities, you can see the assets, you can see the  
5 contacts, you can see the tasks, you can see the orders as  
6 well for this particular customer.

7 Mr. ISAACSON: Okay. Let's look at the account  
8 name. Up above there, Matt. There we go.

9 BY Mr. ISAACSON:

10 Q. Techrix, that's an account that -- you've made up  
11 that name; right?

12 A. Yes, Techrix is a fake customer.

13 Q. Right, and Mr. Akers down below is from Techrix, and  
14 why do you want to know this information?

15 A. When you're working with a customer -- so, the  
16 Siebel application has the notes field that you can just  
17 store random information.

18 So, in this particular case, you know, he's a  
19 Gemini and has a big sprawling ranch and has horses.

20 And typically when you're on the phone with a  
21 customer, you know, knowing that kind of information,  
22 asking about the kids is always quite helpful when you're,  
23 you know, working through whatever issue it may be.

24 Q. Let's look at slide 7 then. Tell us what we're  
25 looking at here?

1       A.       So Techrix as an account actually has an order. So  
2 Casey's actually processing the order for this particular  
3 customer.

4               So you can see up at the top here it says it's a  
5 sales order, it says it's pending. Status -- if you could  
6 move over just a splash. Thank you.

7               The pending order -- so you can see -- and then  
8 if you scroll down and look at the stuff, the information  
9 that's in the red box, these are all the things that  
10 Techrix has ordered.

11       Q.       You've got the part numbers, prices, quantities, et  
12 cetera?

13       A.       Correct.

14       Q.       Okay. And then there's a red arrow by the catalog  
15 tab. Let's click -- let's pretend we're clicking on that  
16 and look at slide 7. What is this?

17       A.       Yeah, so if Casey wants to add more to the  
18 particular order, you can go into the customer's catalog.

19               And so this is a collaborative catalog, if you  
20 will, it's integrated into other systems, and, in this  
21 particular case, you can go in and add in additional PCs or  
22 monitors for this particular customer.

23       Q.       Okay. Well, let's talk about JD Edwards. I guess  
24 you've been with JD Edwards for 22 years, you have some  
25 familiarity with that software?

1 A. I'm very familiar with JD Edwards.

2 Q. What do companies do with JD Edwards?

3 A. So, JD Edwards is another enterprise application  
4 software that specializes in financials, managing accounts,  
5 payables, general ledgers.

6 It also specializes in manufacturing software,  
7 so for customers to run their entire supply chain, their  
8 distribution, their warehouses, how they get materials from  
9 point A to point B.

10 Q. All right. Now, Casey Cheng has been hired, she's  
11 processing orders. Let's look on slide 9 for JD Edwards,  
12 and tell us what we're looking at here?

13 A. So, this is the receivables dashboard, and this is  
14 part of the functionality that's the accounting  
15 functionality or the financials functionality within JD  
16 Edwards.

17 So in this particular case, you can see the  
18 receivables, and the receivables is the amount of money  
19 that is owed by each one of these particular customers.

20 And, in this particular case, if you look at the  
21 largest bucket, past due amount by customer, the 42  
22 percent, that is owed by Techrix.

23 Q. And so what is this JD Edwards application, this  
24 software doing for a company?

25 A. So, it's helping customers manage these very complex

1 processes. So if you're a very large company, and you have  
2 many different customers, and you have many different  
3 products that you order, pricing, sales, discounts, orders,  
4 all of those complexities are actually built into the  
5 software that help customers automate that information.

6 Q. Okay. And the accounts receivable is the money the  
7 company is owed, and the accounts payable is the money it  
8 owes to others. Is that what's going on here?

9 A. Exactly.

10 Q. All right. Let's look at slide 9 and slide 10.  
11 What's next? Yeah, slide 10. What's next here?

12 A. So, if you look at this particular -- this is a  
13 detailed account status. So if you go into Techrix, you  
14 can see exactly how much money is owed by Techrix to our  
15 company.

16 If you -- so if you can zoom back out. If you  
17 look at the aging buckets over here on the right-hand side,  
18 so you can see the amount that's outstanding, and if you go  
19 down to the 91- to 120-day bucket, there's \$13,500 that's  
20 actually due by Techrix.

21 Q. All right. And we know the amounts.

22 Let's flip back to slide 9 and look at that pie  
23 chart at the top. What's that telling you, the pie chart  
24 at the top right?

25 A. So, the pie chart is looking just at -- here's all



1 the customers that I have, and Techrix is 42 percent of  
2 that amount of money that is actually owed to us.

3 Q. And then those bar charts are telling you what at  
4 the bottom?

5 A. So, the aging amount by customer, so, again, this is  
6 just a different view broken down by those same buckets  
7 that we just saw in the previous slide how much percentage  
8 which is showed into the bar chart of the money that is  
9 owed.

10 Q. All right. So we looked at slide 10. We saw how  
11 those dollars -- what those dollar figures are that go into  
12 those pie charts and bar charts.

13 We go to the next slide, what are we looking at?

14 A. So, JD Edwards software has the ability to look at  
15 all of the invoices that we have previously sent the  
16 customer, and so here you can see this is the invoice that  
17 we've sent to Techrix, and you can also see the amount  
18 outstanding of \$13,000.

19 Q. I see an arrow up by a button there. What's going  
20 on there?

21 A. JD Edwards software, most enterprise software has  
22 the ability to save that particular invoice, and print it  
23 or email it.

24 So you can very quickly and easily email that  
25 particular invoice, using whatever email system you're

1 using, directly to the customer.

2 Q. And when you say it saves the invoice and that  
3 financial information, where is that stored?

4 A. In a database, which is typically Oracle Database.

5 Q. So you click on that button, and we turn to slide  
6 12, and what are we seeing?

7 A. So, here we see a preformatted email at this  
8 particular point. So we want our money, so we're going to  
9 send that email off to Sam Smith at techrix.com.

10 MR. ISAACSON: Your Honor, this would be a good  
11 time for a break.

12 THE COURT: All right. Ladies and gentlemen, we  
13 will take a recess at this time for approximately 15,  
14 hopefully no longer than 20 minutes.

15 Same admonition applies, of course, and we will  
16 start around 12:15, 12:20. And you may go ahead and step  
17 down. Thank you.

18 (Recess from 12:06 p.m. until 12:29 p.m.)

19 (Jurors enter courtroom at 12:29 p.m.)

20 COURTROOM ADMINISTRATOR: Court is again in  
21 session.

22 THE COURT: Have a seat, please. The record  
23 will show the jury's present, the parties and counsel are  
24 present.

25 And you may proceed, Mr. Isaacson, with the

1 examination of Ms. Ransom.

2 MR. ISAACSON: Thank you, your Honor. Now I'll  
3 say good afternoon.

4 BY MR. ISAACSON:

5 Q. So the jury has heard about licensing of Oracle  
6 software and Oracle support. Can you tell us, Ms. Ransom,  
7 why does the Oracle -- why does Oracle Support, the  
8 software that we're talking about in this case, Siebel, JD  
9 Edwards, PeopleSoft, why does that require support for  
10 maintenance?

11 THE WITNESS: So the enterprise software itself,  
12 as you saw, is actually quite complex to manage. It  
13 requires setup, configuration, patches, fixes. It's costly  
14 to maintain, costly to continue to update as well.

15 Q. All right. Can you compare it in complexity to the  
16 software that I might use on a home computer?

17 A. Sure. The software that you might use on a home  
18 computer, if you have a fix, that fix might be sent to you,  
19 and you click it and it downloads and within five minutes,  
20 you know, you have something new on your system.

21 This particular software requires testing, it  
22 requires application to the system, it requires to retest  
23 any customizations that a customer might have put in on top  
24 of that in addition to deploying it to many, many users as  
25 well.

1 Q. All right. And do you know, can you run this  
2 software at your home, or does it run on servers?

3 A. The database, the mid tiers, as well as the  
4 application tiers, all run on servers that are typically  
5 contained within a customer's site.

6 Q. And by the application tiers you mean Siebel,  
7 PeopleSoft, and JD Edwards?

8 A. Correct.

9 Q. And can I look at it at home?

10 A. You can. So, it's on your PC and has, like, an  
11 interface, a very thin layer, if you will, it's called an  
12 HTML interface, that runs on your laptop or computer.

13 Q. So when I'm looking at it at home, I'm connecting to  
14 the servers; is that correct?

15 A. Correct, correct.

16 Q. Now, what type of investment is this software, the  
17 Oracle software that we're talking about, for your  
18 customers?

19 A. The investment is significant, but as a percentage  
20 of our customers' IT budget, it's somewhat minimal.

21 Q. The jury's heard that support is 22 percent a year.  
22 You said it's minimal. Can you tell me how the cost of  
23 that support compares to a company's IT budget, the  
24 companies that you deal with?

25 A. The companies that I deal with, that 22 percent of

1 maintenance and that original license fee, that typically  
2 is negotiated, is a small percentage of their overall IT  
3 budget.

4 Q. But what about something like -- let's set aside a  
5 big company. What about a school district?

6 A. It's still about the same. You still require  
7 technology, servers, every employee needs a laptop, that  
8 infrastructure is expensive as well.

9 Q. All right. I want to ask Matt to put up slide 13.  
10 This is a chart that you prepared; correct?

11 A. That is correct.

12 Q. Okay. And here you're describing Oracle's  
13 copyrighted support in a summary way, so I'm going to ask  
14 you to walk through this.

15 At the top it says "Oracle's copyrighted  
16 support." Is it your understanding that the components of  
17 support that you're about to talk about all include  
18 copyrighted material?

19 A. Yes, that's correct. All of the copyrighted  
20 materials here you see were developed by thousands of  
21 developers and thousands of support engineers that have  
22 created, updated and maintained the software and  
23 documentation that we'll talk about.

24 Q. All right. What about the first bullet point there,  
25 upgrades, product and technology enhancements and releases

1 and rollups. What is that talking about?

2 A. So this is a major investment. These are when we  
3 deliver the most complex of enhancements to our customers.  
4 Typically they're released every two to three years.

5 Q. Are those those -- where you give them the .0  
6 denomination? So, like, if it's my phone, iPhone, 8.0 as  
7 opposed to 8.2?

8 A. No, so this one is actually the 8 to 9, so it's  
9 typically that next major release, major functionality, the  
10 newer, bigger, flashier phone, if you will.

11 Q. Okay. All right. Do some of your customers  
12 customize the software?

13 A. Yes, they do. We have customers that range in all  
14 different industries, from food, manufacturing, beverage,  
15 large financial companies, and they do customize their  
16 software.

17 Q. What issues come up with those customizations?

18 A. The customer's customizations themselves are  
19 actually quite expensive to maintain.

20 Q. All right. Would you explain that. What's the  
21 effect of cost for a customer of engaging in customization?

22 A. So when a customer deploys our enterprise software,  
23 there's two types of customizations that happen.

24 Our software's actually quite flexible, and so  
25 you can set up different processing options, make changes.

1 Sometimes customers consider those customizations, but  
2 they're inherent in the software, and we handle that with  
3 any sort of patches and upgrades.

4 If a customer actually decides to add in  
5 something completely different that is not in the software,  
6 those are called customizations, and those are -- can be  
7 quite immense or they can be something as simple as, you  
8 know, format or a template change.

9 But when you have two different kinds of  
10 software that's running in your business, it becomes very  
11 complex to manage.

12 Q. Now, you mentioned the upgrades, those major  
13 releases. What do those Oracle upgrades do with respect to  
14 customer customizations?

15 A. So, when a customer does an upgrade, a couple of  
16 different things. We actually work with our customers  
17 quite a bit on their customizations. We're very interested  
18 in what they do.

19 In several cases we've actually collaborated  
20 with customers to build in those customizations back into  
21 those major releases. So it's -- it's, you know, quite a  
22 solid partnership between Oracle and its customers when it  
23 works with those particular customizations.

24 Q. And how do you learn about the customizations that  
25 your customers are doing?

1       A.       Those customizations come in all shapes and forms.

2               So when our technical engineers are working with  
3 the customers over the phone, we understand what  
4 customizations, we actually troubleshoot through those  
5 communications when we're working through problem solving  
6 an issue.

7               We also meet with customers regularly. We have  
8 user conferences. We have monthly meetings as well with  
9 the product strategy organizations to help us understand  
10 what some of those customizations are.

11       Q.       And how do you go about rolling up those  
12 customizations into your next upgrade?

13       A.       So, sometimes we do actually a joint partnership  
14 with those customizations with the customer and our  
15 development team in what we call the code development  
16 solutions.

17               And so those are created jointly, tested jointly  
18 across the typical release, and it typically takes a year  
19 or two to develop, some of these complex solutions.

20       Q.       Can you give us an example of an upgrade such as  
21 you're talking about?

22       A.       Yes. So JD Edwards several years back, we actually  
23 worked with our customers in the beverage industry, and so  
24 this particular enhancement was built for wine companies.

25               And so it took the grapes before -- you know,



1 hanging on trees and bushes, all the way to processing of  
2 the grape, to bottling of the grape, and shipping of the  
3 grape.

4 And so we actually developed a large enhancement  
5 for the food and wine industry, food and beverage industry,  
6 to deliver that solution.

7 Q. And what was the advantage of that upgrade for the  
8 food and beverage industry?

9 A. For many of our customers that were in any sort of  
10 manufacturing industry that took any sort of material that  
11 was kind of unprocessed and moved it into a processed  
12 state, they were able to leverage that enhancement.

13 Q. When you're talking to customers, how do you explain  
14 to them the value of upgrades?

15 A. The value of upgrades is actually quite easy. Not  
16 only is it the customization example, the innovation that  
17 we work with many of our different customers to build in  
18 those particular enhancements into the software.

19 So customers will actually take a look at that  
20 and decide how to either leverage that within their  
21 businesses, implement some of those enhancements, change  
22 their own processes to make their businesses more  
23 efficient, possibly even more cost effective as well.

24 Q. What about security? What do you tell customers  
25 about security enhancements in the upgrades?

1       A.       Security is quite the hot topic right now.

2               We actually have a dedicated security team that  
3 continues to invest in ensuring that our software is  
4 protected from hackers and any sort of information that,  
5 you know, might be wanted or needed.

6               If you recall from the demo we were storing such  
7 information as Social Security information, address  
8 information, and all of that information is obviously  
9 highly confidential, and we want to make sure that that is  
10 protected.

11      Q.       How often is there a major release?

12      A.       Major releases happen between every two and three  
13 years.

14      Q.       Now, do customers sometimes skip upgrade releases in  
15 order to avoid the cost of implementation?

16      A.       Customers do. Most customers actually will skip one  
17 major release so they'll go about four or five years before  
18 they upgrade to the next release.

19      Q.       Okay. And how often do customers skip two major  
20 releases?

21      A.       That one actually is a little bit more rare.

22               Typically our customers want those updates, they  
23 want the innovation, they want the security fixes, they  
24 want the latest technology, and implementing all of that  
25 will reduce their cost as an IT shop.

1 Q. So for two major releases, what sort of time period  
2 are we talking about?

3 A. So, two major releases would be between anywhere  
4 from four to six to seven years.

5 Q. Now, how often do customers skip three release?

6 A. That's actually quite rare. We don't see that very  
7 often.

8 Q. Why is that in your experience?

9 A. Again, it's the same level of innovation. Most of  
10 our customers want to stay on that most recent release, so  
11 whether it's current release or one back, most of our  
12 customers will want to stay on those releases.

13 Q. For customers that don't want to upgrade for three  
14 releases, what do you recommend to them?

15 A. So, first we recommend to upgrade.

16 But, second, we have what's called sustaining  
17 support, and sustaining support is an option for customers  
18 to where, if they want to stay on the software for a longer  
19 period of time, we have that option for them.

20 Q. Okay. We'll talk more about the sustaining support  
21 in a little while, but let's move to the second bullet.

22 Knowledge, documents, and solutions. What is that?

23 A. So knowledge, documents, and solutions are  
24 actually -- you think about it like one page documents that  
25 are tips or tricks or hints or adjustments that you can

1 make to your software.

2 So if there's somewhat simple questions, we  
3 actually create that for our customers. The customer can  
4 find it on My Oracle Support.

5 We also create very enhanced documents, like 30  
6 and 40 pages, that help our customers either fine tune,  
7 tune their performance that, you know, really think about  
8 innovative ideas to leverage the software within their  
9 company.

10 Q. Okay. Now, the jury's heard the term My Oracle  
11 Support. How many documents are on My Oracle Support, say,  
12 and -- well, how many are on there?

13 A. Hundreds of thousands. Hundreds of thousands.

14 Q. And there was another term that was used in this  
15 trial, Customer Connection. What was that?

16 A. So, Customer Connection is the same as My Oracle  
17 Support, but Customer Connection was the website that we  
18 used during the PeopleSoft days.

19 Q. Okay. And why is My Oracle Support useful for your  
20 customers? It sounds like there's a lot of things in  
21 there, it might be hard to find stuff?

22 A. Well, there is a ton of information out there, it  
23 has all of the patches, all of the fixes, upgrades, it has  
24 all of the documents.

25 Now, the good news is that My Oracle Support --

1 we've actually added in customizations to where if a  
2 customer is a JD Edwards customer, and specifically they're  
3 just in the payroll, you know, they just want the human  
4 resources management side, but they can actually customize  
5 their interface to where they only see JD Edwards and they  
6 only see the specific business that that -- that they want.  
7 So it's very fine tuned.

8 Q. I'll ask it a little bit more about those  
9 websites --

10 MR. STRAND: Excuse me. Objection, Your Honor.  
11 I'm unclear as to the timeframe, and that's become  
12 important. As long as we can clarify that, I'll withdraw  
13 my objection.

14 BY MR. ISAACSON:

15 Q. When you testified that Oracle support was useful  
16 for your customers, My Oracle Support, that would include  
17 Customer Connection?

18 A. So, the Customer Connection documents were all moved  
19 and migrated into My Oracle Support, and from day one of My  
20 Oracle Support, My Oracle Support had the ability to  
21 customize, to be, you know, very specific to the business  
22 that you wanted.

23 Q. And was that true of Customer Connection as well?

24 A. Customer Connection didn't have that same  
25 functionality that I'm talking about, but Customer

1 Connection was very easy to use because it really had just  
2 PeopleSoft and JD Edwards, and you pretty much knew if you  
3 were a PeopleSoft user or JD Edwards user.

4 THE COURT: Mr. Isaacson, I need you to clarify  
5 the timeframe.

6 BY MR. ISAACSON:

7 Q. Do you know when My Oracle Support started?

8 MR. ISAACSON: I think it's in the record, Your  
9 Honor. I just don't remember it.

10 BY MR. ISAACSON:

11 Q. Do you know offhand?

12 A. It was roughly two years after we were acquired, so,  
13 you know, giving rough dates, it was between 2007, 2008.

14 Q. Okay. Thank you.

15 And what kind of employees of your customers  
16 used My Oracle Support or Customer Connection before that?

17 A. So, when you use the enterprise software, typically  
18 the IT shop that's using the software is the primary user  
19 of My Oracle Support.

20 They're the folks that are technical, they've  
21 done the implementations, and they understand how it's  
22 implemented.

23 We also have what's called subject matter  
24 experts, SME, and those SME are within the line of  
25 business, and those folks can actually call in to get

1 technical support as well.

2 So if they're the inventory expert or payroll  
3 expert or financials expert. Those users will call in as  
4 well.

5 Q. All right. I'll ask you a few more questions about  
6 the websites. But let's proceed through your chart here,  
7 just so we understand the terms.

8 What are upgrades, fixes, patches, and security  
9 alerts?

10 A. So these are very singular fixes to our software.  
11 So as customers use the software, they might discover a  
12 change or an enhancement or a fix that they actually need  
13 for their software.

14 So it is very small, it is very consumable from  
15 that perspective.

16 And they come in kind of shapes and forms, and  
17 so there are regular patches, there is critical patches as  
18 well as security patches as well.

19 Q. How often do you provide security alerts or  
20 enhancements to support your customers?

21 A. Often. We're very proactive.

22 Q. Has that been true since at least 2006?

23 A. Absolutely.

24 Q. What are the security challenges that your software  
25 faces?

1       A.       As we -- as we saw in the demos before, we secure  
2       very confidential information, whether it's social  
3       security, invoices, bills, credit cards.

4               And so we want to make sure that the security  
5       allows for users to only see the information that they can  
6       see, as well as any sort of outside type of influence as  
7       well.

8       Q.       You mean hackers?

9       A.       Hackers.

10      Q.       Can you give me an example of a fix?

11      A.       So, we worked very closely with Land O'Lakes. Land  
12      O'Lakes is a butter, milk company. So we actually worked  
13      quite closely with them on a supply chain fix that was very  
14      critical to them.

15              And, again, it's -- you know, producing milk and  
16      butter has obviously a timeframe and expiration to the  
17      butter and the milk.

18              So we worked with them to develop a critical fix  
19      to ensure that the butter and milk basically got to the  
20      grocery stores in the most timely manner.

21      Q.       Okay. And you have a phrase called critical fix?

22      A.       Critical fixes, yes.

23      Q.       What's that?

24      A.       So, they're not necessarily security fixes, but they  
25      are critical to a customer's business. And so if we



1 discover a critical situation, we will post and proactively  
2 recommend a customer take this critical fix.

3 Q. All right. Give me an example of a critical fix.

4 A. Another example would be Chiquita. So Chiquita is  
5 one of our JD Edwards customers. Apparently we have a lot  
6 of food and beverage customers.

7 And JD Edwards -- but JD Edwards -- Chiquita,  
8 the customer, actually had huge amounts of what we called  
9 inventory discrepancies.

10 And so they're -- large amount of produce which  
11 has a short duration and timeframe again. They had  
12 inventory discrepancies. And so we worked actually through  
13 their custom code as well as through our processes to  
14 understand exactly what the particular issue was, and we  
15 produced a fix.

16 Q. And these examples that you've been giving us, these  
17 are all -- these were all within the cost of support, there  
18 weren't additional charges?

19 A. There were no additional charges.

20 Q. Now, the next thing on your chart is updates, tax,  
21 legal and regulatory. I think we touched on this, or part  
22 of it anyway, with withholding for Casey Cheng, but can you  
23 explain what this is?

24 A. So, these are regulatory fixes that either come from  
25 countries or federal governments or states, or even down

1 into the local areas as well within a particular state.

2 And so if you think about your W-2s that you get  
3 on a yearly basis, those W-2s actually are calculated and  
4 changed on a yearly basis from our Federal Government to  
5 changing of the tax calculations, even a decimal point or a  
6 place on the actual form itself actually requires us to  
7 change our software to give it to the customer. So those  
8 particular changes from a legislative perspective are quite  
9 critical.

10 Q. All right. What does Oracle do to research these  
11 legal changes?

12 A. We have a dedicated product strategy team that works  
13 with pretty much every single government agency that we  
14 have in over 27 countries.

15 Q. All right. And the fifth bullet point you have on  
16 your chart is Oracle diagnostic tools. What are those?

17 A. So diagnostic tools are proactive tools that our  
18 support team has actually created to either help a customer  
19 very quickly self-diagnose their own issues, or quickly  
20 resolve issues, or help download patches, and help  
21 customers do analysis as well.

22 Q. Okay. So if you're looking at the time period 2006  
23 to roughly 2011 or 2012, how many diagnostic tools would  
24 you estimate?

25 A. We actually had quite a few. We probably had

1 hundreds of different types of tools that we had.

2 Q. All right. Would you describe some of the things  
3 the diagnostic tools do?

4 A. Sure. There was one tool that was called change  
5 assistant. And change assistant actually helps customers  
6 manage the patches that they would download to their  
7 system.

8 So they can download the recommended patches, a  
9 suite-level patch for all the financials, or whatever it  
10 may be.

11 This particular tool helps them analyze what's  
12 on their system, the information that they downloaded. It  
13 actually can produce and be helpful enough to create a  
14 testing plan, a very detailed plan to retrofit  
15 customizations as well.

16 Q. Let me ask you about another technical term, error  
17 logs. What are those?

18 A. So, all of our software, all software creates error  
19 logs, or what we call -- it's just information that is  
20 gathered as you process through a system.

21 So if you recall our demo, and if you think  
22 about the financial side of the house, every time you click  
23 through a field, or put in information in a field, all of  
24 the systems actually stores that information kind of line  
25 by line, what did you do as a user.

1           And so we actually created some diagnostic tools  
2 to help go through those what we call error logs, identify  
3 if there's any particular issues in there proactively and  
4 actually even recommend fixes if necessary.

5       Q.     The last bullet on your slide here is onsite  
6 support. What is that talking about?

7       A.     So, when a customer needs very urgent assistance  
8 onsite, we will actually deploy our site engineers onsite.

9       Q.     All right. Let's talk about your support program.  
10 How long does Oracle provide support for its software?

11      A.     For a lifetime.

12      Q.     All right. And you call that lifetime support?

13      A.     We do, we call it lifetime support.

14      Q.     And how long have you had lifetime support?

15      A.     Since we started at Oracle, so since 2005.

16      Q.     Okay. And does that include everything that we were  
17 talking about in the last slide?

18      A.     It absolutely does.

19      Q.     Okay. And how long does lifetime support run?

20      A.     For lifetime.

21      Q.     And if I could ask you to look at slide 14. I'll  
22 ask you about the terms on this.

23           Now, it's up in the upper left-hand corner it  
24 says New Version 9.0, Oracle software. So that would be an  
25 example of a new version of Oracle software; right?

1 A. Correct.

2 Q. Now, it says five years, premier support. What is  
3 that?

4 A. So, premier support includes everything that we just  
5 discussed on that previous slide, includes the patches, the  
6 fixes, the security, the knowledge documents, full access  
7 to My Oracle Support to get all of that information, as  
8 well as work with the support team, my support team 24/7.

9 Q. All right. And during that five years you would  
10 have one or perhaps two upgrades taking place?

11 A. Correct. And so, yeah, if you could think about a  
12 layering approach, as we implement a new release, that  
13 clock, if you will, that five-year clock starts over for  
14 every net new release that comes out.

15 Q. Now, the next term here, it says three years  
16 extended support. Explain that?

17 A. So, as the software matures, and if a customer  
18 chooses to stay on that same release, the 9.0 release for  
19 that additional three years, we have what's called extended  
20 support.

21 Q. So now, at some point during that extended support  
22 period, are you past two upgrades?

23 A. Most likely at minimum one and sometimes two.

24 Q. Okay. And is there an additional cost for extended  
25 support?

1       A.       There is. It's a minimal cost. It's 10 percent for  
2       the first year within that three years of the maintenance  
3       fee. So 10 percent of that 22 percent. And then year two  
4       is 20 percent and year three is 20 percent.

5       Q.       So when you say, just to make it clear, for 10  
6       percent, you don't add 10 percent plus 22 percent to get 32  
7       percent, you're saying you take 10 percent of the 22  
8       percent which would be 2.2 percent?

9       A.       Correct. So it's a very small amount.

10      Q.       Okay. And why is it -- why do you charge that  
11      additional cost?

12      A.       Oracle is working and we've spent many of our R&D  
13      dollars on the net new releases. And so after five years  
14      we're already invested in one or probably even two new  
15      releases as well. So we're maintaining multiple releases  
16      at the same time.

17      Q.       And do you sometimes waive that extended support  
18      fee?

19      A.       Actually, I would say most often that extended fee  
20      is waived.

21      Q.       Now, it says five years and three years. Are those  
22      hard and fast deadlines?

23      A.       No, they're not. No, they're not.

24      Q.       Okay. Would you explain that?

25      A.       So the five plus three for the most part we talked

1 about that that fee is waived. So essentially you get  
2 premier support for eight years. And in some cases we've  
3 actually extended that premier support for even longer than  
4 the eight years.

5 Q. Are you waiving the additional fee for extended  
6 support just for your big customers?

7 A. No, it applies to all customers.

8 Q. Okay. Now, you mentioned this term sustaining  
9 support. I guess this is where you get into the lifetime  
10 because it says indefinitely. Would you explain sustaining  
11 support?

12 A. So sustaining support includes everything that was  
13 on the previous chart. But if a customer, after eight  
14 years, finds a net new issue that they want fixed, we will  
15 fix it, but it will be fixed in one of the most recent  
16 releases.

17 And so it includes all of the existing patches,  
18 all of the existing knowledge documents, anything that we  
19 created for more than eight years, they have access to all  
20 that.

21 But if a customer finds a net new issue, that  
22 issue will be put into the new release.

23 Q. So once you've gotten to those eight years, the  
24 customer's had two or three opportunities to upgrade, but  
25 this customer with sustaining support is deciding not to

1 upgrade but just to continue on the at least 8-year-old  
2 software?

3 A. That's correct.

4 Q. And what if a customer who decides to do that finds  
5 they have a serious problem with their old software? What  
6 happens to that customer?

7 A. For the most part, we will actually jump in, work  
8 with the customer, and identify a fix. So if a customer is  
9 stuck in any shape or form while they're in sustaining  
10 support, we will help them.

11 Q. Now, what about tax and regulatory updates? You get  
12 the old tax and regulatory updates, but what about the ones  
13 after that 8-year period? Can you get those?

14 A. You can get those for a nominal fee.

15 Q. Okay. What is -- if you decide to have sustaining  
16 support with ongoing tax and regulatory updates, what's  
17 that fee?

18 A. It's \$50,000.

19 Q. Okay. That's annually?

20 A. Yes.

21 Q. Okay. Now, we've got an upgrade and an arrow going  
22 back to the beginning. So if at some point in five years  
23 or eight years or after eight years, a customer upgrades to  
24 a new version, what happens?

25 A. Basically the clock starts over. Then they will be



1 in that premier support process again. So if they have a  
2 release 10, that release 10 will start over at that five  
3 years.

4 Q. So when I upgrade to that new version, what does  
5 Oracle charge me over and above my annual support fee?

6 A. There's no additional charge. It's included in the  
7 maintenance.

8 Q. All right. So this isn't like if I'm at home  
9 getting a new version of Windows and I pay for that, the  
10 cost of this is covered by your annual support fee?

11 A. Yes.

12 Q. Are there cost savings to customers when they do  
13 upgrade to new versions?

14 A. Yes.

15 Q. Describe those. Tell me how significant they are?

16 A. So as we talked about before, as the customer  
17 upgrades to that net new release, typically there are  
18 enhancements, and those enhancements actually replace those  
19 customer's customizations. That will reduce those  
20 customer's costs eventually in the long term as they remove  
21 those from their systems.

22 So it's a -- not only can they innovate with  
23 some of the new ideas that we have, we've implemented  
24 hopefully the customizations that they were looking for as  
25 well, in addition to just an overall insurance policy to

1 know that we've also put in all the security fixes and the  
2 critical fixes at well.

3 Q. You just used the term insurance policy. What did  
4 you mean by that?

5 A. As a customer upgrades and as a customer is on  
6 maintenance, any issue that another customer finds that  
7 Customer A can use for Customer B, and so as we reuse those  
8 fixes, find any sort of security-related issues, those  
9 customers will automatically inherit that value from  
10 maintenance.

11 Q. The term forced upgrade has been used during this  
12 trial. Does Oracle force its customers to upgrade to new  
13 versions?

14 A. No. As you can see, we have sustaining support.

15 Q. Does Oracle encourage its customers to upgrade?

16 A. Yes, we do. It's highly recommended. It's typical  
17 business practice to upgrade.

18 Q. Okay. All right. I want to ask you a few more  
19 questions about that web-based port, My Oracle Support, and  
20 Customer Connection.

21 What is an SR? Can you tell me what that term  
22 means?

23 A. An SR is a service request.

24 And so if you remember in one of the demos that  
25 I showed where Casey was actually in the call center

1 tracking system, so that is a ticket to request for help,  
2 and that is logged within My Oracle Support.

3 Q. All right. Can you give me an example of a service  
4 request?

5 A. I could give you several examples. Anything from a  
6 customer wanting support on their payrolls or W-2s, help  
7 installing a patch, or maybe they have questions around how  
8 the functionality that the federal government has changed,  
9 and so we will actually help them understand exactly what  
10 the new tax laws are.

11 Q. All right. Can we look at slide 15?

12 Oracle support services, engineers on the global  
13 technical support team. What is the global technical  
14 support team?

15 A. So, the global technical support team is all of the  
16 engineers that are supporting all of our products, and  
17 that's over 8,000 engineers.

18 Q. How long has this team been around?

19 A. For -- since 2005, as we all joined together through  
20 many different acquisitions.

21 Q. All right. And did you have thousands of these  
22 engineers in 2005?

23 A. We did, we had thousands of these engineers in 2005.

24 Q. All right. Average years of experience of a  
25 PeopleSoft, JD Edwards, Siebel support engineer. What is

1 that?

2 A. So we check tenure, if you will. So once an  
3 employee actually starts or is hired by PeopleSoft or JD  
4 Edwards or Siebel, we look to see how many years they've  
5 worked for us as a company, and the average is eight years,  
6 and in some of our product lines it goes all the way up to  
7 16 years. And that's average. So looking at all these  
8 8,000 employees.

9 Q. And how -- can you tell us what those averages have  
10 been from 2006 forward?

11 A. They have actually been quite high. I think I've  
12 seen some teams hitting almost an 18-year average to nine  
13 years to 16 years. It does vary. But we're quite a senior  
14 and tenured team.

15 Q. Okay. Service requests resolved each year for the  
16 software we're talking about. What does that refer to?

17 A. So for PeopleSoft and JD Edwards and for Siebel,  
18 just those three product lines, we solve on a yearly basis  
19 over 200,000 issues for our customers.

20 Q. How do those numbers compare to 2006, 2007, 2008?

21 A. It's about the same actually.

22 Q. Documents and solutions available on My Oracle  
23 Support, over 400,000. I think you've talked about that.

24 What about documents and solutions available on  
25 Customer Connection, how do those compare?

1       A.       We've actually increased the number of knowledge  
2 documents over the years so this is higher. But even back  
3 in 2005 and 2006 we had thousands, hundreds of thousands,  
4 not quite 400, but hundreds of thousands.

5       Q.       And it says number of times customers search MOS.  
6 MOS is My Oracle Support?

7       A.       Correct.

8       Q.       Number of times customers search My Oracle Support  
9 each year, 3.7 million. How does that compare to 2006,  
10 2007, 2008?

11      A.       It's about the same. We have obviously our customer  
12 base. They log in to My Oracle Support, they search for  
13 information, they search for downloads and patches.

14               And so they're going in there 3.7 million times  
15 a year finding over 400,000 documents, and then once they  
16 work through those documents and if they don't find what  
17 they're looking for, they have the service request process  
18 to go through as well.

19      Q.       Okay. What training and education have you been  
20 providing, you know, since 2006 and forward? What do you  
21 provide for the global technical support team, that team  
22 that's described in there?

23      A.       It's quite an intense process. We want to make sure  
24 that our engineers understand how financials work, so how  
25 does an accounts payable system work, accounts receivable

1 system work, the technical components of it as well.

2 So it can be up to a nine-month just training  
3 process.

4 Q. When you say up to a nine-month training process,  
5 what happens after that nine months?

6 A. After that, then you start moving into I guess what  
7 we would call an expert rank. And pretty much at two years  
8 is when you would be considered an expert. And that's just  
9 in one functionality area, so that would just be financials  
10 for JD Edwards.

11 Q. Explain the role of experts in specific  
12 functionalities or specific areas for the support team?

13 A. So, if you recall in the demo before, we saw the  
14 scene within JD Edwards that was called the accounts  
15 receivable screen.

16 That functionality actually behind -- while it  
17 looked very simple in the front end, behind the scenes  
18 within the software, it's actually quite complex.

19 So it's a nine-month learning curve learning  
20 that particular functionality, and then to become an expert  
21 in that area takes almost two years.

22 Q. How do you go about hiring the engineers for the  
23 support team?

24 A. We look for various seasoned engineers. We look for  
25 people who have worked in accounts payables departments or

1 possibly folks that are quite technical so they have  
2 engineering backgrounds, whatever it may be.

3 Q. Where are the support engineers located?

4 A. We've got many global centers. We have centers in  
5 Colorado and in Florida. We also have centers in Romania,  
6 India, across Europe, in Singapore as well.

7 Q. How many are located in the United States?

8 A. Just around 50 percent; a little lower, but just  
9 around 50 percent.

10 Q. The jury has heard about how you provide support  
11 over the phone on a 24/7 basis. Who's answering the phone  
12 at the call centers?

13 A. So we have a team that is technical support  
14 engineers, and they have the ability to answer all the  
15 phone calls in 27 languages 24/7.

16 Q. Okay. And so who then -- those engineers answer  
17 the -- they answer the initial phone calls; is that right?

18 A. They do, yes.

19 Q. And who services the customer?

20 A. These technical support specialists that we talked  
21 about with the training, the extensive training that we've  
22 given them.

23 Q. So the specialists that you were talking about  
24 would -- would deal with the problem with what's learned  
25 from the phone?

1       A.       Absolutely. We actually have a very specific  
2 routing process. So if we know that the issue is an  
3 accounts receivable issue, then we route it to an expert  
4 that is an accounts receivable.

5       Q.       All right. Now, going back 2006 or so, this number  
6 always surprises me. How many of your customers use phone  
7 support as opposed to getting online and just dealing with  
8 things online?

9       A.       It's actually quite small. So a little -- well,  
10 it's easier to go the other way. 95 percent of our  
11 customers, more than 95 percent of our customers, use My  
12 Oracle Support. So really less than 5 percent of our  
13 customers pick up the phone to get support.

14      Q.       Why don't your customers want to talk to anyone?

15      A.       You know, I think if you think about it, you have  
16 the technical person that's in the IT shop working the  
17 technical issue, they have the error logs, they have all  
18 the information that is collected.

19               Once they log in to My Oracle Support, they do a  
20 quick search to see exactly, you know, what kind of issues  
21 that they might be facing, or tips and tricks that they  
22 might need.

23               And if they need to log a particular issue, then  
24 all of that information is stored, collected, and put into  
25 that service request.



1                   And what we find is that a technical person on  
2 the IT side of the house wants to talk to the most  
3 technical person within our support team.

4       Q.       All right. Does Oracle assign specific engineers to  
5 each client?

6       A.       No, we don't.

7       Q.       Why don't you do that?

8       A.       Again, because as a technical person is working  
9 across all the different enterprise applications that we  
10 have, their preference is to work with somebody that  
11 actually knows the application in depth.

12      Q.       Well, why can't you have an engineer for each  
13 customer who can be an expert in all of those things?

14      A.       I think that, you know, as -- once you become an  
15 expert in a particular product, that obviously takes more  
16 than two years to become an expert.

17                   And if you think about it, a customer, again,  
18 will really want to speak to the person that is the expert  
19 within their product line. If you're talking to somebody  
20 that is not an expert and really is just what we call a  
21 generalist, then, you know, the best the person that --  
22 that person can do is get you to the right person.

23      Q.       Now, does Oracle assign any representatives to  
24 clients?

25      A.       We do, yes.

1 Q. And who are those representatives?

2 A. We have sales support representatives or managers  
3 that are attached to each one of these customers.

4 Q. All right. And so why do you assign a sales  
5 representative and not an engineer?

6 A. We want one point of contact for each one of those  
7 customers. And, again, from a technical perspective, our  
8 customers prefer to work with a technical person. Any sort  
9 of relationship information can be worked through the  
10 support sales rep.

11 Q. And do requests for support ever come through those  
12 sales representatives?

13 A. Absolutely.

14 Q. All right. So how are those responded to? Suppose  
15 a client says they're frustrated and they express that to  
16 the sales representative?

17 A. So, the support sales representative has contacts  
18 within each one of the organization, so they can work with  
19 me, they can work with my managers, to address whatever  
20 customer issue may arise.

21 Q. Since -- in the last 10 years, how many awards has  
22 Oracle won for its support services?

23 MR. STRAND: Objection, Your Honor, on scope;  
24 '06 to '011, not the last ten years.

25

1 BY MR. ISAACSON:

2 Q. '06 to '011?

3 A. If I recall correctly, it was around 20 to 30 awards  
4 that we've won over those years.

5 Q. Are you familiar with the ISO certification?

6 A. Yes, I am.

7 Q. Why are you familiar with that?

8 A. I continue to get audited by this organization.  
9 It's a certification, if you will, for a business, and it  
10 certifies that -- from an international standard that a  
11 business A, is doing the same process as business B.

12 So it just ensures that when you work with  
13 international companies, that our businesses are similar  
14 and we have similar processes, procedures, and  
15 accountability within our systems.

16 Q. Does it do anything more than that?

17 A. It's actually a fairly rigorous process to go  
18 through to get certified from an ISO perspective.

19 You have to document everything that you do, and  
20 then you actually have to show everything how you're  
21 actually executing to each one of those steps. So it's  
22 actually quite in depth and quite rigorous.

23 Q. What they do is audit the documentation you give  
24 them?

25 A. They audit the documentation that they give them,

1 and then they audit the procedure as well. So if you say  
2 that you're going to call a customer back within two hours,  
3 they measure and ensure that you're calling a customer back  
4 within two hours.

5 Q. Now, have you dealt with customers over the years  
6 who have left Oracle support?

7 A. Yes, I have.

8 Q. And in your experience, could you describe the  
9 reasons customers leave Oracle support?

10 A. I've seen customers leave because they have chosen a  
11 different vendor. So if they're running Oracle and they  
12 want to move to SAP, another enterprise company, they move  
13 to a different vendor.

14 I've seen them be acquired, and I've seen them  
15 actually go bankrupt or out of business.

16 Q. In your experience, do customers ever leave because  
17 they're unhappy with Oracle support?

18 A. You know, I have had customers that are happy and  
19 unhappy, but they're staying with Oracle support. So I  
20 would say that -- you know, I would say that 95 percent of  
21 the time our customers stay with us and are happy with our  
22 support.

23 Q. What does Oracle do to evaluate customer  
24 satisfaction?

25 A. So at the end of each service request, we actually

1 do a survey and that survey is a transaction customer  
2 satisfaction survey. So our customers rate us pretty much  
3 after every single service request transaction.

4 Q. How often do you do analysis of surveys of customer  
5 satisfaction?

6 A. It's somewhat of a daily exercise. So if a customer  
7 requests a callback, we will call them back within 48  
8 hours. We manage it weekly, we manage and review those  
9 reports on a monthly basis as well as even a quarterly  
10 basis as well.

11 Q. Are you proud about the level of customer  
12 satisfaction Oracle support group has delivered over the  
13 years?

14 A. Absolutely.

15 Q. What does Oracle do to evaluate its responsiveness  
16 when a customer logs a request on the website, those SRs,  
17 those service requests?

18 A. We have what's called the metric. So we have many  
19 different measurements that we look at. We look at  
20 response time, we look at arrivals, we look at closures, we  
21 look to ensure that we respond in a timely manner for each  
22 one of those issues.

23 Q. All right. And what does Oracle do to evaluate the  
24 responsiveness of the call center?

25 A. Again, we have those quarterly reviews, monthly

1 reviews, weekly reviews to ensure that each one of those  
2 metrics are actually being hit and we drive improvements if  
3 they're not.

4 Q. Have you been using those metrics for responsiveness  
5 to the service requests to the call centers since at least  
6 2006?

7 A. Absolutely.

8 Q. So what's your goal for the call center to answer  
9 the phone?

10 A. So, to answer the phone within two minutes. We want  
11 to ensure that 95 percent of the time that we answer your  
12 phone within two minutes.

13 Q. Okay. And how long has that been your goal?

14 A. For -- since 2005.

15 Q. And historically have you been able to achieve that?

16 A. We absolutely have been able to achieve that.

17 Q. You said 95 percent of the time within two minutes.  
18 What about that other five percent of the time, how soon do  
19 people get to the phone during that percentage of time?

20 A. We actually -- within five minutes 99 percent of the  
21 time we're actually speaking to a customer.

22 Q. Now, if I'm a US-based company and I call Oracle  
23 support, where is the person answering the phone going to  
24 be located?

25 A. Most likely in the US.

1 Q. So if I call during regular business hours, where is  
2 the person on the other side of the phone going to be  
3 located? Again, I'm calling from the United States?

4 A. If you're calling from the United States, our  
5 biggest support centers are in Colorado and Florida.

6 Q. And if I called very early in the morning before  
7 business hours, who -- where is the person on the phone  
8 likely to be located?

9 A. You possibly might get somebody from Romania, you  
10 might get somebody from California as well.

11 Q. What about if I call late at night after business  
12 hours?

13 A. You might get somebody from the east coast, from the  
14 Florida office, or you might get somebody in Asia-Pac, so  
15 somebody from the Singapore office or our India offices.

16 Q. What is the critical account team?

17 A. So, the critical account team is a separate team  
18 that manages customers in -- I guess you'd call it critical  
19 situations.

20 So if a customer is going through an upgrade,  
21 and we want to ensure that we are all in sync within Oracle  
22 between development, support, the account teams, we  
23 leverage the critical account organization.

24 Q. All right. I'll ask you about another term,  
25 heightened awareness tracking. What is that?

1       A.       So, heightened awareness tracking is a process that  
2 actually I put in place several years ago, earlier than  
3 maybe even 2005, to where we look at metrics.

4               And so we look to see trending on each  
5 particular customer. So if a customer is calling in more  
6 frequently than they were the month before, then I'll have  
7 one of my managers call that customer and say "we're not  
8 quite sure what's going on, how can we help you?"

9               And most likely they're downloading a new  
10 upgrade, and they're toying with upgrading the particular  
11 software.

12       Q.       What other regular reviews have you had since 2005  
13 for your support services?

14       A.       We continue, we're actually quite rigorous. We have  
15 many different metrics, and we review those on a monthly  
16 basis and quarterly basis as well.

17       Q.       All right. Would you describe those monthly and  
18 quarterly reviews?

19       A.       So we call them operation reviews, and in these  
20 particular operation reviews we actually have pages of what  
21 we call metrics.

22               And it's broken down by looking at response time  
23 within days, within minutes, with looking at our arrivals,  
24 looking at our closures, ensuring that we manage all these  
25 particular issues in a timely fashion.



1 Q. Now, I want to ask you about another term or another  
2 issue. Did Oracle have an internal group in the early  
3 2000s that monitored third-party support competition?

4 A. Yes, we did.

5 Q. What did you call it?

6 A. We called it the SWAT team.

7 Q. Why was it called the SWAT team?

8 A. We pulled together -- it was kind of a  
9 multi-organization team. It had support, it had marketing,  
10 it had development.

11 And the goal was to proactively identify any  
12 customers that might be considering a third-party  
13 competitor and proactively reach out and call them and  
14 explain to them the value of our support services and the  
15 strategy of our particular products going forward.

16 Q. All right. SWAT sounds kind of violent. What were  
17 you actually doing to combat competition from third-party  
18 support?

19 A. We were just calling our customers.

20 Q. Anything other than that?

21 A. No.

22 Q. All right. When you talked to customers, what did  
23 you tell customers about Rimini's support?

24 A. We said it was a risky solution. Rimini doesn't  
25 have our source code. There's no way for them to deliver a

1 critical fix on a solution that doesn't have source code.

2 Q. Would you explain why accesses to source code is  
3 important for support?

4 A. So, as you develop these enterprise applications, a  
5 part of the software is actually quite configureable, so a  
6 customer can actually change it and it can be flexible.

7 But there is a layer within the organization  
8 that -- within the organization of the software that is  
9 private, that customers don't have it on their systems. It  
10 is only owned and used and leveraged by Oracle.

11 So that source code is actually stored only on  
12 Oracle's systems, and it is the place to where we can  
13 develop and configure and give fixes and critical fixes for  
14 the most, you know, complex of situations.

15 Q. I want to ask you about a couple more terms. A  
16 hosting company. What's a hosting company?

17 A. So customers can choose -- so you have your IT  
18 department if you're a customer. A customer can choose to  
19 host their system. So if they want to say that Siebel  
20 system itself and the hardware that it runs, a customer can  
21 choose to host that system.

22 Q. All right. What about a managed service provider.  
23 What's that?

24 A. So a managed service provider is kind of that one  
25 layer plus, and so not only does it have the technology

1 layer, but you can also put the application layer on that  
2 as well so they'll manage both the application and the  
3 technology together.

4 Q. What about an outsourcer or a systems integrator?

5 A. So a systems integrator are those knowledgeable  
6 people that can help a customer either identify a  
7 customization, they can actually code the customization  
8 themselves, or they might help design a solution for the  
9 customer.

10 Q. All right. Does Oracle have licenses with hosting  
11 companies, managed service providers, outsourcers and  
12 system integrators so they can have licensed Oracle  
13 software on their systems?

14 A. Yes, they need to license that.

15 Q. Okay. How many third parties does Oracle provide a  
16 license to to put its software on their servers?

17 A. We actually have quite a few. We have hundreds,  
18 maybe even upwards to a thousand.

19 MR. ISAACSON: No further questions. Thank you  
20 very much.

21 THE COURT: Cross-examination.

22 Mr. Strand, go ahead, please.

23 MR. STRAND: Thank you your Honor. We'll get  
24 organized here real quick.

25 May it please the Court?

1 CROSS-EXAMINATION

2 BY MR. STRAND:

3 Q. Good afternoon, Ms. Ransom. My name is Peter  
4 Strand. We haven't met before.

5 I understand you began working for JDE in 1993;  
6 is that correct?

7 A. That's correct.

8 Q. Congratulations.

9 You've worked with JDE, PeopleSoft, and Siebel  
10 over the course of your career; correct?

11 A. I've worked with JD Edwards, PeopleSoft, and Oracle.

12 Q. And Oracle. But, I'm sorry, the Siebel software is  
13 a part of your Oracle work; correct?

14 A. Siebel is. Siebel was a separate acquisition that  
15 came in 2006.

16 Q. Okay. Let's get those dates down just once real  
17 clear. So PeopleSoft acquired JD Edwards when?

18 A. 2003.

19 Q. And Oracle acquired PeopleSoft?

20 A. 2005.

21 Q. And Oracle acquired Siebel?

22 A. 2006.

23 Q. Okay. So '3, '5, and '6?

24 A. Yes.

25 MR. STRAND: All right. Now, if you would,

1 please, for me, Marie, get up the support chart that I  
2 think was about slide 13 on the examination that we just  
3 had.

4 The one before that. Do you have that one?  
5 Yeah. There we go.

6 BY MR. STRAND:

7 Q. You just testified about this; correct?

8 A. Yes, I did.

9 Q. Now, I want to just look at the caption there for a  
10 minute. Oracle's copyrighted support. Do you see that?

11 A. Yes, I do.

12 Q. Actually, it's the software, not the support, that's  
13 copyrighted; correct?

14 A. So the software, so -- do you want me to go through  
15 the list?

16 Q. I'm just going to ask some questions. It's the  
17 software, not the support, that's copyrighted; correct?

18 A. Correct. There are many software components in this  
19 list.

20 Q. Right. And the documentation is also copyrighted;  
21 correct?

22 A. Correct.

23 Q. And the whole maintenance and support service that  
24 Oracle provides is not copyrighted; correct?

25 A. So I guess you can't copyright people, so is that

1     what you're --

2         Q.     That's probably a good way to answer it. You can't  
3     copyright people, can you?

4         A.     But you can -- what's copyrighted, though, is the  
5     property that they create.

6         Q.     The works, the copyrighted works?

7         A.     Correct.

8         Q.     All right. Now, let's look at those first five  
9     bullet points there, upgrades down through diagnostic  
10    tools. You talked a lot about those, and I don't want to  
11    rehash all of that.

12                Let me ask this. Those are all available for  
13    download by Oracle support customers; correct?

14         A.     Correct.

15         Q.     All right. And over a period of time, as you've  
16    described, those tools can amount to thousands or even tens  
17    of thousands of possible downloads for an individual  
18    customer; correct?

19         A.     Yes. But I would say if you're a JD Edwards  
20    customer, that you're only going to download JD Edwards  
21    information.

22         Q.     Right. So JD Edwards will download JD Edwards,  
23    however many hundreds or thousands of documents or things  
24    that they want. PeopleSoft could download for PeopleSoft;  
25    correct?

1 A. Correct.

2 Q. And Siebel would download for Siebel; correct?

3 A. Correct.

4 Q. But for any one of those software areas, there could  
5 be hundreds or even thousands of documents that the  
6 customer could be able to download; correct?

7 A. Yes, but we do have ability to search. And so if a  
8 customer says that they want receivables, they would get a  
9 receivables document.

10 Q. Right. But they can download within their area;  
11 correct?

12 A. For what they're licensed to, yes.

13 Q. Now, what they're licensed to. When their software  
14 support contract ends, they're no longer able to download,  
15 are they?

16 A. They don't have access to My Oracle Support.

17 Q. So it's kind of a use-it-or-lose-it situation, if  
18 they don't download everything they want before their  
19 support software contract ends, they can't go in any more;  
20 right?

21 A. Once their support contract ends, they don't have  
22 access to My Oracle Support.

23 Q. Right. So those thousands or hundreds of thousands  
24 of documents that they had access to yesterday, if the  
25 support ends today, they don't have access to them anymore;

1 correct?

2 A. Correct.

3 Q. Now, we talked about the '3, '5, '6, and you talked  
4 a little bit about occasionally some customers do leave  
5 Oracle; correct?

6 A. Occasionally, yes.

7 Q. You talked a little bit about that; right?

8 A. Yes.

9 Q. And in your experience with JD Edwards, you were  
10 acquired in 2003 by PeopleSoft; correct?

11 A. Yes.

12 Q. And the website, the client website, changed; right?

13 A. It went from Customer Connection to Metalink.

14 Q. I won't try to remember all those.

15 When PeopleSoft was acquired by Oracle, it  
16 changed yet again; correct?

17 A. It changed one more time after that, yes.

18 Q. So two times within four years the customer website  
19 changed; right?

20 A. Yes, it did.

21 Q. Right there in the 2003 to 2006 timeframe; right?

22 A. Probably in 2003 to about 2007, yes.

23 Q. And that created some frustration on the part of JDE  
24 customers; correct?

25 A. I've heard customers say that they were frustrated,



1 but I've also heard customers say that they were quite  
2 pleased with some of the new enhancements that we have.

3 Q. Finally got better, but there were some that were  
4 frustrated; right?

5 A. I'm sure there were a few.

6 Q. Okay. And was the same also true in your  
7 experience -- do you know anything about Siebel? When it  
8 was acquired by Oracle, was there a customer frustration  
9 with the change in the website?

10 A. I didn't really come from Siebel so I don't know if  
11 I could answer that question.

12 Q. Fair enough. Fair enough.

13 Now, you talked a lot about upgrades and kind of  
14 the lifecycle. Let's go to the next slide, the Oracle  
15 lifetime support.

16 Premier support, 22 percent of the original  
17 license cost; right?

18 A. No.

19 Q. No?

20 A. No. So, the license fee is negotiated at the  
21 beginning. So there's an original fee, and there's a list  
22 fee, if you will, and that can be negotiated. It can be  
23 negotiated even up to 50 percent off, and then you come up  
24 with a net. So it's 22 percent of net.

25 Q. So it's 22 percent of the original amount of the

1 negotiated license fee; correct?

2 A. Correct.

3 Q. And the negotiation occurs regarding the license  
4 fee, not the maintenance fee; correct?

5 A. That is correct.

6 Q. And Oracle never discounts its maintenance fee;  
7 correct?

8 A. The 22 percent we don't discount.

9 Q. Now, I thought I heard you testify, and I may have  
10 gotten you wrong, sometimes you waive that 22 percent?

11 A. No. So what I was explaining is in this extended  
12 support period there's --

13 Q. The 10 percent on top of the 22 percent?

14 A. That's -- so they're --

15 Q. So 24.2 percent? Sometimes they waive that two  
16 percent, 2.2 percent?

17 A. That's correct.

18 Q. Okay. Okay. I just wanted to be clear on that. So  
19 what's getting waived is that 10 percent add-on, not the  
20 full 22 percent.

21 A. That's correct.

22 Q. All right. Now, looking at this product lifetime  
23 support, you said that the -- I tried to get it right, and  
24 I don't have a record, and if I got it wrong, let me know.  
25 The cost was a very small amount. Do you remember that

1 testimony?

2 A. Of the overall IT budget?

3 Q. Of the overall IT budget.

4 A. Enterprise software is a small amount of IT budget.

5 Q. Now, that's not true in every case, and I won't go  
6 into detail. Over your years of experience, there have  
7 been some customers that have said "I'm out, it's just too  
8 expensive for me," correct?

9 A. I think -- I haven't analyzed every single customer,  
10 but for some of those customers, if they are going  
11 bankrupt, then, yes, they don't have a choice to pay.

12 Q. It's not all going bankrupt, some just say "I don't  
13 want to pay it anymore"; right?

14 A. Customers, yes, I think there's been a few.

15 Q. Customers, like people, come in all different shapes  
16 and sizes; right?

17 A. That's correct.

18 Q. Okay. Now, over the time that you've worked with JD  
19 Edwards, and I thought I heard you say it, some folks  
20 leave, but about 95 percent a year stay; is that correct?

21 A. Correct.

22 Q. Now, I don't expect that you're going to be  
23 intimately familiar necessarily with PeopleSoft and JD  
24 Edwards, but you know about JD Edwards.

25 MR. ISAACSON: Just to clarify, this is not from

1 the opening, this was used with Safra Catz.

2 MR. STRAND: I apologize. It was used with  
3 Ms. Catz yesterday.

4 THE WITNESS: Okay.

5 MR. STRAND: So don't mess up.

6 BY MR. STRAND:

7 Q. Looking at this JD Edwards attrition, this was  
8 calculated by an expert working with Oracle. JD Edwards  
9 retention rate was from 91 percent up through 96, 95  
10 percent. Do you see that?

11 A. Yes, 91 percent in 2006.

12 Q. Has it been your experience that somewhere about 95  
13 percent of the people are retained, 95 percent of the  
14 customers are retained every year going all the way back to  
15 the mid '90s?

16 A. Yes, I would say so.

17 Q. Do you know about PeopleSoft? Would the same be  
18 true for them?

19 A. I'm not as familiar with PeopleSoft customer base.

20 Q. What about PeopleSoft from the time you were  
21 acquired by PeopleSoft in '03, about 95 percent retention?

22 A. Yes, would I say that's fair.

23 Q. Is that kind of industry standard?

24 A. I don't know if it's industry standard or not.

25 Q. It's Oracle standard?

1 A. It is Oracle standard.

2 Q. Okay. And woe unto you who fall below that 95  
3 percent; right?

4 A. Can you ask that question again?

5 Q. I'm sorry, I'll withdraw it. It was a bad question.

6 Now, as we just briefly discussed, there are a  
7 variety of reasons won't you agree, that customers leave  
8 Oracle? You mentioned bankruptcy for one?

9 A. That's correct.

10 Q. And you, in fact, initiated a project to monitor why  
11 Oracle JDE customers left Oracle, didn't you?

12 A. Can you be more specific?

13 Q. Sure. Why don't we bring up 160 -- excuse me, DTX  
14 165, if we could, please?

15 A. Okay.

16 Q. Now, I lost my --

17 MR. ISAACSON: That one's preadmitted.

18 MR. STRAND: Oh, that one's preadmitted so we  
19 can show it.

20 BY MR. STRAND:

21 Q. And you'll be able to -- I'm sorry. There's a  
22 notebook right in front of you?

23 A. I was going to say I can't read it.

24 Q. It's not an eye test?

25 A. Well, it is.

1 Q. Trust me, I'm there.

2 Look at DTX 165 in the notebook in front of you.

3 A. Okay.

4 Q. Do you have that?

5 A. I do.

6 Q. And what I'll do is you're free to look at the  
7 notebook or you're free to look at the screen, and what I  
8 want to talk about I'll have her pop up on the screen. All  
9 right?

10 A. Oh, that's much better.

11 MR. STRAND: All right. So let's go to the  
12 from-to section, Marie, up there at the top, and blow that  
13 up.

14 BY MR. STRAND:

15 Q. This is an email to you from a Mr. Steve Boulton in  
16 August of 2007; correct?

17 A. Yes, that's correct.

18 Q. And it's described as the 2000 fiscal year -- excuse  
19 me, fiscal year '07 Customer Trending Project; correct?

20 A. Yes, it is.

21 Q. And then let's go down to the middle paragraph  
22 there. It seems like it says in addition, but there's a  
23 blotch on it. She'll pull that out.

24 I think it says,

25 "In addition to the regional reporting, we

1 viewed the output globally. This gave us a much broader  
2 picture of what our customers are saying, and the data  
3 sample gave more representative than the original breakdown  
4 where some samples were small."

5 Do you see that?

6 A. Yes, I do.

7 Q. And is this customer trending one of those projects  
8 that you started, Ms. Ransom?

9 A. So, yes, as I testified earlier, I do monthly and  
10 quarterly operations reviews. And so this was a deep dive  
11 operation's review, somewhat standard business practice.

12 Q. Sure. You defined many terms, and if you defined  
13 this one, I missed it. I apologize. Analyst. What's an  
14 analyst?

15 A. So, an analyst is an engineer and vice versa.

16 Q. That might be one of those people that interacts  
17 with the customer, with the licensee?

18 A. Yes.

19 MR. STRAND: Okay. Let's look back at page 26  
20 of this slide deck, Marie, it's 0878.

21 BY MR. STRAND:

22 Q. Okay. It says Improvement Summary. Do you see  
23 that? I'm sorry. It's page 26 of the deck itself --

24 A. Okay.

25 Q. -- if you want to turn there.

1 A. No, I can see it here.

2 Q. It says Improvement Summary, do you see that?

3 A. Yes, I do.

4 Q. So this is a summary of possible improvements;  
5 correct?

6 A. It does say improvements at the top, yes.

7 Q. Okay. The first one says,

8 "Customers are more likely to comment about the  
9 analyst that anything else." And I think it meant to say  
10 "than" anything else. Correct?

11 A. It does say that, yes.

12 Q. Okay. And then is it your recollection that's true,  
13 the customers were more likely to comment about the analyst  
14 than anything else back in '07?

15 A. I think it's standard today is that the analyst or  
16 the engineer that's working on an issue, they're most  
17 likely going to comment on how knowledgeable the person was  
18 and how quickly they resolved their issue.

19 Q. Sure, kind of kill the messenger if you don't like  
20 what happened, you yell about the analyst?

21 A. I guess so.

22 Q. Okay. Let's go to the next bullet point. It says,  
23 "The analyst handling knowledge and time to  
24 solution are the three main areas customers want to see  
25 improve."



1 Did I read that correctly?

2 A. Yes, it is.

3 Q. And then the last -- the next bullet point, let's  
4 highlight that.

5 "SAR handling and our website are the biggest  
6 areas for improvement next to the analysts."

7 Did I read that correctly?

8 A. Yes, you did.

9 Q. And can you help me, I think you described SR, but  
10 what's an SAR?

11 A. So an SAR is what's called a SAR, and it is the bug  
12 system. So when we identify a bug within the software  
13 within JD Edwards, so this is specific to JD Edwards, it is  
14 the tracking system that we track for bugs.

15 Q. That sounds nasty. So we'll just keep moving on.  
16 All right.

17 A. It's a standard term within the industry.

18 Q. And when you find a bug, is that bug fix, is that  
19 the inverse of the bug?

20 A. Exactly. It's the fix to the bug.

21 Q. Okay. Now, there were other areas of customers'  
22 dissatisfaction as well. Let's look at 160 if we could.

23 A. There was also -- are you going to talk about the  
24 things that we're doing well?

25 Q. You know what, that's not my job. I'll have a beer

1 with you afterwards and we will, but not right now?

2 A. Okay.

3 Q. You just had an opportunity to talk about the things  
4 you're doing well with Mr. Isaacson; correct?

5 A. Oh, that's correct.

6 Q. And I'm going to point out a few of the things that  
7 maybe weren't so perfect. I'm not trying to be rude, but  
8 we can talk about those, okay?

9 A. Okay. Sounds good.

10 Q. Now, I want you -- to get in front of you, but not  
11 on the screen because --

12 COURTROOM ADMINISTRATOR: It's not admitted.

13 MR. STRAND: -- it's not admitted. That's why  
14 it's not on the screen.

15 BY MR. STRAND:

16 Q. If you would look in your book with me, Ms. Ransom.

17 A. Okay. What page?

18 Q. DTX 160. It's on the tab that says 160?

19 A. Okay.

20 Q. Do you have it?

21 A. I have it. What specific page?

22 Q. Actually, I'm going to ask you to look at the first  
23 page. We're not going to put it up on the screen yet  
24 because it hasn't been admitted into evidence. So I'm  
25 going to ask you a few questions if that's okay.

1 A. Okay.

2 Q. All right. You see this is from a gentleman by the  
3 name of Ian Robertson. Do you see that?

4 A. Yes.

5 Q. Do you know who Mr. Robertson was back in -- well,  
6 hopefully he still is -- but what his position was back in  
7 June of 2008?

8 A. I believe he worked in European sales somewhere.

9 Q. All right. And were you a carbon copy recipient of  
10 this document; correct?

11 A. That is correct.

12 Q. And it relates to JD Edwards EnterpriseOne; correct?

13 A. Yes, it does.

14 Q. And that's a JD Edwards product; correct?

15 A. Yes. It's a major product.

16 Q. And you recall receiving this email and the attached  
17 document, don't you, Ms. Ransom?

18 A. I do.

19 Q. And it was generated by Mr. Robertson in the  
20 ordinary course of Oracle business; correct?

21 A. Sure. Ordinary course, sure.

22 Q. Part of his job?

23 A. Yes.

24 Q. And you got it and you looked at it?

25 A. Yes.

1 MR. STRAND: And I move the admission of DTX  
2 0160, Your Honor.

3 MR. ISAACSON: The -- our objection relates to  
4 page 9 for which we've given you -- can I approach, Your  
5 Honor?

6 THE COURT: Yes.

7 MR. STRAND: Well, I'll tell you what, Your  
8 Honor, I'm happy to redact page 9 in its entirety. We'll  
9 just put a white thing over it because I'm not going to ask  
10 about page 9. So we'll do that with the Court's leave, and  
11 if it's okay with you, Counsel, page 9 being slide number 9  
12 with the 9 on it; right?

13 MR. ISAACSON: Yes.

14 MR. STRAND: 928 and the Bates number?

15 MR. ISAACSON: Let me double check. One second.  
16 No objection with that redaction.

17 THE COURT: All right. It's admitted with that  
18 exclusion.

19 (Defendants' Exhibit 160, page 9 omitted,  
20 received into evidence.)

21 MR. STRAND: All right. For the record, and  
22 especially for you, ma'am, we are going to redact by  
23 covering in white slide number 9 which on Exhibit DTX 160  
24 bears the Bates number ending with the final 4 digits 7928.

25 Is that clear so we know what we're doing? And

1 I'll make sure that I do it, but my brain trust will help  
2 me.

3 Thank you. All right. Let's put that  
4 Exhibit 160 on the screen if we could, please, Marie.

5

6 BY MR. STRAND:

7 Q. All right. Let's -- this is the email we were  
8 talking about, and it covers a deck; correct?

9 A. A PowerPoint, yes.

10 Q. There you go. PowerPoint. They call it different  
11 in every company.

12 Let's go down to the second paragraph. It says,  
13 "since we spoke"?

14 Mr. Robertson says,

15 "Since we spoke we have been working with User  
16 Groups, the Customer Care community, Development (Lenley's  
17 team) Support (Buffy Ransom) and others to understand the  
18 reason for the low levels of satisfaction."

19 Did I read that correctly?

20 A. Yes, you did.

21 Q. User groups, are those user groups for Oracle  
22 customers user groups?

23 A. Yes, they are.

24 Q. And the customer care community, is that another  
25 user group for Oracle customers?

1       A.       No, it's actually an internal group within Europe,  
2 specific to Europe --

3       Q.       Okay?

4       A.       -- that manages customers.

5       Q.       Let's look, if you would, please, with me  
6 Ms. Ransom, page 3 of that exhibit.

7       A.       Okay.

8       Q.       At the top it says -- and I'm not trying to be mean  
9 to you, I'm really not, you're a lovely lady.

10               It says, "JD Edwards E1 customers are showing  
11 consistently low levels of satisfaction with Oracle  
12 products and services."

13               Did I read that correctly?

14       A.       Yes, you did.

15       Q.       And this document is dated June of 2008; correct?

16       A.       Correct.

17               MR. STRAND: And the items over there on the  
18 left-hand side, let's go up to that top chart on the left  
19 hand side, just the description, or get it as big so we can  
20 read it.

21 BY MR. STRAND:

22       Q.       So there's a variety of questions and areas there,  
23 like product meets your business needs, JDE is 7.21,  
24 features and functionality, 7.22, ease of production,  
25 there's a whole long list of -- for lack of a better word,

1 concerns by customers; correct?

2 A. This actually has both, right? So if you look at  
3 it, there's higher numbers above seven, and anything that  
4 you see above seven actually in the original PowerPoint has  
5 green for good. Green's good.

6 So it really -- the only thing that you see here  
7 is ease of upgrading a product which is a lower number.

8 Q. Okay. That's helpful because I never did see this  
9 in color. So that kind of grayed out area is green, green  
10 is good?

11 A. Correct.

12 Q. White is middle?

13 A. Yes.

14 Q. And black is not good?

15 A. Correct.

16 Q. Okay. So the ease of upgrading product was the low  
17 rank here; right?

18 A. In this particular survey at this particular time.

19 Q. Yeah, back in '08.

20 And then let's look at the next page, if we  
21 could, please. It says,

22 "The current trend, Q2 to Q4 is downwards."

23 Do you see that?

24 A. Yes, I do.

25 Q. Help me just so we can understand the timeframe.

1 Oracle's got different quarters than some other folks I've  
2 met. Quarter one covers what months?

3 A. Let me get my fingers out. June, July, August.

4 Q. Okay. So we can figure the rest out from there;  
5 right? June, July, August is quarter one. And that's of  
6 the year before. So are we in quarter two of 2016 for  
7 Oracle right now today?

8 A. Today, yes, we are.

9 Q. Okay. Good. So quarter one of 2016 just got done a  
10 few days ago?

11 A. In August, yes.

12 MR. STRAND: Okay. Thank you. Now, let's look  
13 at this document. I want to go to 5. I apologize.

14 And then here's another one. Let's just get the  
15 left column there, if we could, Marie.

16 BY MR. STRAND:

17 Q. It's got attribute, and down there at the bottom  
18 it's the same scoring system; right? Well, let's look at  
19 the key target areas to improve. Do you see that?

20 A. Yes.

21 Q. And then if we look over -- this is -- let's look at  
22 E1, the JDE product. Right. Let's look at those first  
23 three columns. Because that's -- what's EBS?

24 A. That's eBusiness Suite.

25 Q. Yeah. Let's just look at PeopleSoft and E1, but we



1 can't take EBS out.

2 So is this the same kind of ranking system?

3 Green, that kind of light shaded, is good, white is in the  
4 middle, and black is not so good?

5 A. That's correct, in this particular survey.

6 Q. Okay. So there was some customer dissatisfaction in  
7 2008, and you guys were tracking the trends on that; right?

8 A. So, this survey, just to be clear, is a global  
9 relationship survey. It's given to customers once a year.  
10 So they fill out one survey, and this is the results that  
11 you get.

12 That's different than the transaction survey  
13 that we were talking about earlier which occurs almost on a  
14 daily basis.

15 Q. So this survey was a bigger, more comprehensive  
16 global kind of survey, not just a small day-to-day call  
17 kind of thing?

18 A. It's a little bit bigger survey but it's given once  
19 a year.

20 Q. Okay. Now, in looking at why customers might leave,  
21 could dissatisfaction with the website play a part?

22 A. I don't know if I see that on here.

23 Q. Well, I'm just asking questions generally now. We  
24 know all these -- all these things listed here could play a  
25 part in somebody leaving Oracle; correct?

1 A. Sure. Yeah.

2 Q. Just general dissatisfaction, but any of these  
3 things we've got listed here could lead to them leaving;  
4 correct?

5 A. We have customers that are satisfied and unsatisfied  
6 that actually stay and leave.

7 Q. Yeah. Now, if a customer has a stable -- you heard  
8 the word stable environment, stable software environment?

9 A. Yes.

10 Q. They've had it for a while, it's kind of the old if  
11 it ain't broke, don't fix it?

12 A. Yes.

13 Q. It's working for them?

14 A. Yes.

15 Q. And that might be a reason that they would decide to  
16 go off Oracle maintenance and support; correct?

17 A. No.

18 Q. Never?

19 A. Why would they?

20 Q. Okay. Some customers don't plan to upgrade;  
21 correct?

22 A. I think customers can delay their upgrade.

23 Q. And that might be a reason, though, that they decide  
24 to go off Oracle maintenance and support, they don't want  
25 to upgrade; right?

1       A.       I disagree. I think we have customers that are in  
2 sustaining support that are not ready to upgrade.

3       Q.       Okay. So they don't leave because they don't want  
4 to upgrade.

5               What about customization, do any customers ever  
6 leave because they want to do specific customization?

7       A.       We have most of our customers actually customize  
8 their software, so 95 percent of those customers actually  
9 stay.

10      Q.       Okay. So, in your mind, what's the number one  
11 biggest reason why customers leave?

12      A.       Moving to another ERP vendor.

13      Q.       Okay. Well, let's look down through here a little  
14 bit. Let's look at DTX 161. I believe that one's  
15 preadmitted so we can put it on the screen.

16               This one's already in evidence, Ms. Ransom, but  
17 let's look at the top so we know what we're talking about.  
18 This is from Juan Jones to you. Who is Mr. Jones?

19      A.       Juan Jones is the senior vice-president at Oracle.

20      Q.       Okay. You report to him?

21      A.       No.

22      Q.       He's above you though?

23      A.       Yes.

24      Q.       For now. It says, "Subject, PowerPoint for  
25 Thursday's meeting." Right?

1 A. That's correct.

2 Q. It says JDE cancellation analysis, Q4 final?

3 A. That's correct.

4 Q. So this would be Q4 of 2008? The months before  
5 June, July, August in 2008 is Q4 of 2008?

6 A. Right. So it would have been the quarter before,  
7 correct.

8 Q. All right. That's all the more quarter work we'll  
9 do.

10 Let's look at that, if we could, just for a  
11 moment. Let's look back at page 6 of that slide deck,  
12 PowerPoint deck.

13 Now, it says JDE Cancellations Analysis  
14 Definitions. Do you see that?

15 A. That's correct.

16 Q. It talks about something called true cancellations.  
17 Can you tell me what true cancellations are?

18 A. I'm not in the support sales business so I don't  
19 know exactly what this definition means.

20 Q. Okay. And then, by the same token, I imagine if I  
21 ask you what nontrue cancellations are, that sounds even  
22 less easily understood than true cancellations?

23 A. It's not terminology I know.

24 Q. Do these true cancellations types appear to be to  
25 you the types of things that -- reasons that Oracle

1 customers leave Oracle?

2 A. It does seem to be reasons that customers may leave.

3 Q. All right. Let's go over to the slide 9 if we  
4 could, please, Ms. Ransom. And this document, I apologize,  
5 it's entitled JDE Support Revenue Cancellation Analysis.

6 Let's get a little framework here. This looks  
7 like it's a global document; right?

8 A. I don't -- you mean global because it has the --

9 Q. APACENEA, Japan, LAD and NA?

10 A. So it includes global customers, yes.

11 Q. I want to look at that column that says NA. That's  
12 North America; correct?

13 A. That is correct.

14 Q. All right. So this is an analysis of a  
15 cancellations for fiscal year '08; correct?

16 A. That is correct.

17 Q. All right. And if we go down through there, and I  
18 won't take a lot of time to do it, it's got licenses no  
19 longer used, 17.19 percent. Move to support competitor,  
20 12.38 percent, move to software competitor, 5.38 percent.  
21 Do you see that?

22 A. I do.

23 Q. And then bankruptcy is down there at, what, 2.69  
24 percent. Correct?

25 A. Yes, it is.

1 Q. Okay. And cost of services, 1.4 percent; right?

2 A. This particular quarter, yes.

3 Q. Yeah. And you monitor this closely so you can keep  
4 track of what's going on, right, with your customers?

5 A. Actually, no, it's not within my scope of position.

6 Q. But Oracle monitors it closely?

7 A. Oracle does, I would assume so, yes.

8 MR. STRAND: We'll get through this pretty  
9 quick. Let's look at DTX 164 which is not preadmitted so  
10 don't put it on the screen, please. But --

11 (Discussion held off the record.)

12 MR. STRAND: All right. Your Honor, I'm going  
13 to offer DTX 0164 with the caveat that when the exhibit is  
14 tendered to the Court, and I won't be talking about these  
15 pages today, pages 6 through 9 of that exhibit which bear  
16 Bates numbers 7976 through 7979 will be redacted in their  
17 entirety, and the document will end at Bates page number  
18 7975. Subject to that, I offer it.

19 MR. ISAACSON: No objection.

20 MR. STRAND: I offer it.

21 MR. ISAACSON: No objection, Your Honor.

22 THE COURT: All right. It's admitted with that  
23 understanding.

24 (Defendants' Exhibits 164, pages 6-9  
25 redacted, received into evidence.)

1                   MR. STRAND: We can put it on the screen now,  
2 Marie, thank you.

3 BY MR. STRAND:

4       Q.       Let's look here at what we're looking at. This is  
5 from a gentleman by the name of Rick Cummins. Correct?

6       A.       Yes.

7       Q.       And you're a carbon copy recipient?

8       A.       Yes.

9       Q.       This is in this April of 2009; correct?

10      A.       Yes.

11      Q.       Can you tell me who Mr. Cummins is, or was at that  
12 time?

13      A.       I'm sorry, who?

14      Q.       Mr. Rick Cummins?

15      A.       Oh, Cummins. He was the leader of a support sales  
16 organization for JD Edwards.

17      Q.       Okay. Did he report to you?

18      A.       No.

19      Q.       Was he on a par with you or --

20      A.       I don't remember.

21      Q.       It's not that important. Let's keep going.

22                   Let's look at the second paragraph there of this  
23 email. Okay. So he's got -- this is another short slide  
24 deck coming, it's going to be even shorter when we redact  
25 those pages.

1 Cummins, he says,

2 "In the meantime, here's the combined  
3 presentation with some of our larger cancellations."

4 Do you see that?

5 A. Yes.

6 Q. And he goes on,

7 "I have not seen an uptick in activity from  
8 either Spinnaker or Rimini Street. However, I'll do some  
9 digging around to see if there has been increased activity  
10 in other sectors or other geographies."

11 Correct?

12 A. Yes.

13 Q. Who is Spinnaker?

14 A. Another third-party competitor that specializes,  
15 very small, specializes in JD Edwards.

16 Q. Let's look at page 4 of DTX 164, slide 4. It's got  
17 some pie charts on it. It's going to be coming up right  
18 there.

19 I apologize about the quality of these photo  
20 copies, but long ago they ceased to be easy to read. This  
21 says PeopleSoft Q3 Cancellation Analysis; right?

22 A. It does.

23 Q. Okay. And it gives by type. So, for example,  
24 license is no longer used, it says 35 percent; correct?

25 A. That's correct.



1 Q. Bankruptcy, 1 percent; correct?

2 A. Correct.

3 Q. Cost of service, 9 percent -- excuse me, 7 percent?

4 A. Yes.

5 Q. Move to support competitor, 9 percent; correct?

6 A. Yes.

7 Q. Move to software competitor, 14 percent; correct?

8 A. Yes.

9 Q. Lost funding, 16 percent; correct?

10 A. Yes.

11 Q. Do you have an understanding of what the term lost  
12 funding means?

13 A. I have an educated guess.

14 Q. Well, we don't do educated guesses?

15 A. Okay. Then no.

16 Q. If you don't know, that's fine.

17 A. No.

18 Q. Okay. Great.

19 At the end of the day, each customer that leaves  
20 Oracle leaves for a different reason; correct?

21 A. Yes.

22 Q. And you'd have to analyze each customer to know why  
23 each one left; correct?

24 A. I haven't, but -- and I don't know if anyone has.

25 Q. But based upon your years of experience, you'd agree

1 with me that in order to know why they'd left, you would  
2 need to analyze that customer, probably talk to that  
3 customer; correct?

4 A. You know, customers tell us many different reasons  
5 as to why they leave. In some cases they might not fully  
6 disclose the actual reason.

7 Q. But you probably got to try to talk to them; right?

8 A. I think our support sales rep team does do that.

9 Q. But you haven't done that, you haven't talked to the  
10 customer's, for example, in this case to see why they left  
11 Oracle?

12 A. Not in scope, no.

13 Q. Okay. Now, you mentioned during the course of your  
14 direct examination something called a SWAT team. Remember?

15 A. Yes.

16 Q. And I think you were -- were you a member of that  
17 SWAT team?

18 A. I was a member of it, yes.

19 Q. Okay. And I think you only went to one or two  
20 meetings?

21 A. That's correct.

22 Q. Let's look at DTX 165 -- or, excuse me, 145, which I  
23 believe has been preadmitted.

24 COURTROOM ADMINISTRATOR: Yes.

25 MR. STRAND: All right. So we can put that one

1 up on the board.

2 BY MR. STRAND:

3 Q. Do you have that in front of you, Ms. Ransom?

4 A. Hold on. Okay.

5 Q. The first page is just an Oracle page. Let's turn  
6 to the second page and we'll orient ourselves a little bit.  
7 It says, "Oracle Third-Party SWAT Team- Behind Enemy  
8 Lines." Right?

9 A. Yes.

10 Q. And it's from October 2007?

11 A. Yes.

12 Q. It's prepared by a Mr. Robert -- how do you  
13 pronounce his last name?

14 A. I don't remember Robert.

15 Q. Robert Locks or Lachs, something like that?

16 A. Sounds good.

17 Q. A regional manager.

18 All right. Let's look at the third page of this  
19 deck. The third page is entitled "Winning the War vs  
20 Third-Party Support." Did I read that correctly?

21 A. Yes.

22 Q. Okay. Then it goes down, "Reviewing the Arsenal:  
23 Our Covert SWAT Team." Right?

24 A. Yes.

25 Q. What did you understand was covert about the SWAT

1 team?

2 A. Nothing.

3 Q. I kind of wondered the same thing. But, okay.

4 Let's go down to slide 10, if we could. It  
5 says, "SWAT team: Covert Operations. SWAT Team Focus."

6 Do you see that?

7 And then the first bullet point reads,

8 "Define, Develop and Rollout Deliverables to  
9 assist support sales in ongoing campaign to protect our  
10 customer base from third-party support provider."

11 Did I read that correctly?

12 A. Yes.

13 Q. All right. Then let's go to page 18, if we could,  
14 please.

15 This one's "Third Party Playbook."

16 Third bullet point down, it's indented, and it  
17 says, "Rev Rec." Do you know what that means?

18 A. Revenue recognition.

19 Q. Revenue recognition.

20 It says, "We will not subjectively reduce fees  
21 in order to compete with third-party pricing."

22 Did I read that correctly?

23 A. That's correct.

24 Q. Is that your understanding of Oracle's strategy with  
25 regard to defending against competition from third-party

1 service vendor?

2 A. That's correct. If we discount one customer over  
3 another customer, it's really not fair for all of the  
4 customers that are investing in our software.

5 Q. So no discounting?

6 A. No discounting on the maintenance.

7 Q. Okay. Let's look at page 21.

8 It says, "Third Party Portal."

9 Did you all create kind of a little mini  
10 database just for how to deal with third-party maintenance  
11 support competition?

12 A. I honestly don't recall a third-party portal.

13 Q. Okay. Go down. Did you create a third party war  
14 room there at the first bullet point?

15 A. I did not create a war room, no.

16 Q. Okay. Did Mr. Lachs, do you know?

17 A. I don't believe so.

18 Q. You don't recall ever visiting a third party war --

19 A. No, I think he was being very creative in his  
20 language.

21 Q. Sounds like he was having a good time. But he's a  
22 guy.

23 All right. Let's go on. Competitive  
24 Information. Do you see that?

25 A. Yes.

1 Q. Then below that, it says,

2 "Competitive marketing intelligence: Links to  
3 other resources/portals to help position against third  
4 parties."

5 Do you see that?

6 A. I do.

7 Q. Did you see any competitive marketing intelligence  
8 while you were on the SWAT team that you can recall?

9 A. I mean, we had maybe PowerPoint type information.  
10 Other than that, I don't recall any other additional  
11 information.

12 Q. Anything from covert operations?

13 A. No.

14 Q. Then let's go down to the bottom. "Products &  
15 Support, the bullet point under that.

16 "Information about Oracle's offerings: Links to  
17 other resources/portals to assemble useful data points for  
18 customers to help sell the value of 'Why Oracle'." Right?

19 A. Yes.

20 Q. That's what it says?

21 A. It actually was quite simple, right? It was looking  
22 at pointing JD Edwards to JD Edwards product information,  
23 the new enhancements that were coming out, the benefits of  
24 the new release of JD Edwards.

25 Q. And as in any competition, Oracle has its position,

1 right, what it thinks are its strong points; correct?

2 A. Sure.

3 Q. And the competitor has what it thinks are its strong  
4 points; correct?

5 A. Yes.

6 Q. And ultimately it's for the consumer to choose,  
7 isn't that correct?

8 A. As long as it's within their license rights, yes.

9 Q. Let's look at page 23. This will be the last one.

10 I do think Mr. Lachs had an overactive  
11 imagination.

12 "Third Party SWAT Team Other War Time  
13 Strategies."

14 Do you remember any other war time strategies?

15 A. No, I don't.

16 MR. STRAND: Okay. Now, we talked just a  
17 moment -- well, wait a minute. Let me skip past that.

18 Your Honor, that's all I have. Thank you very  
19 much. Thank you, Ms. Ransom.

20 THE COURT: All right.

21 MR. ISAACSON: Your Honor, if I could have five  
22 minutes, we could finish with the witness for the evening.

23 THE COURT: All right. Ladies and gentlemen,  
24 does that present any problem to anyone of you?

25 All right. Let's do that.

1 REDIRECT EXAMINATION

2 BY MR. ISAACSON:

3 Q. Ms. Ransom, defense counsel said you're a lovely  
4 lady. Would you repeat your executive title at Oracle?

5 A. I'm Vice-President of Global Customer Support.

6 Q. What was your title before that?

7 A. Vice-President of Global Customer Support.

8 Q. How long have you been in management at Oracle?

9 A. Since 1995.

10 Q. All right. Let me ask you about -- we looked at --  
11 counsel looked at -- with you at the SWAT team document.  
12 Exhibit 145.

13 A. Okay.

14 Q. Can we look at page 19.

15 Once you get to the third-party playbook, now  
16 we're going to football, blocking and tackling. Who are  
17 they talking about?

18 A. I think it's the support sales rep blocking and  
19 tackling.

20 Q. And what third-party support provider are they  
21 talking about?

22 A. TomorrowNow.

23 Q. All right. And if we can go to the -- page 17, the  
24 Solution Strategy, Value Driven Discussion. What are you  
25 talk -- what's being discussed here?



1       A.       So these were the proactive phone calls that we were  
2 talking about earlier to where, if a customer was  
3 considering leaving, we would have conversations with them  
4 around the product, the product strategy, what we were  
5 doing, what our plans were.

6               You have to keep in mind those customers did go  
7 through two different acquisitions, and so reaching out and  
8 having those conversations with the customers were  
9 invaluable.

10       Q.       Were you talking about anything other than talking  
11 to customers?

12       A.       Just talking.

13       Q.       All right. DTX 160. This was another document that  
14 counsel showed you, and it used the phrase "low levels of  
15 satisfaction." And I want to ask you about that.

16               The levels of satisfaction were then recorded on  
17 page 3. There was a chart that was showed you there.

18       A.       Yes.

19               MR. ISAACSON: Can you go to page 3, Matt?  
20 There you go.

21 BY MR. ISAACSON:

22       Q.       That chart in the upper right-hand corner counsel  
23 spent some time with you.

24               Now, there's numbers here, numbers above 7,  
25 numbers above 6, numbers above 5. What's the scale we're

1 talking about, 1 through what?

2 A. Ten.

3 Q. So 7 out of 10, 6 out of 10, or 5 out of 10?

4 A. Correct.

5 Q. All right. So, now, when you say low levels of  
6 satisfaction, you're referring to numbers that are still  
7 above 5; correct?

8 A. Correct.

9 Q. Okay. And so those blackened-in numbers, I don't  
10 know what the original colors were, I see five or six of  
11 them, six of them in that table, you're talking about how  
12 to address levels of satisfaction that are still above  
13 five.

14 Why do you call those low levels of  
15 satisfaction?

16 A. It was a random scale that we put in place that  
17 said, you know, anything that was in five.

18 Q. Okay. And it's hard to read the gray, but is the  
19 gray there, those are all above sevens, and that's what you  
20 said was originally green; is that right?

21 A. That's correct.

22 Q. Okay. And to address those low levels of  
23 satisfaction here, what did you do?

24 A. We actually again reached out to our customers.

25 I think there was a perception, and uncertainty

1 of the future of JD Edwards at the particular time, and so  
2 really just that additional communication to let them know  
3 that JD Edwards is still existing with PeopleSoft, with  
4 Oracle. In fact, we were continuing to enhance it.

5 That was really the messages that the customer  
6 needed to hear.

7 Q. And what happened to levels of satisfaction after  
8 this?

9 A. They've improved, and they've actually improved  
10 quite extensively.

11 Q. To what levels?

12 A. Right now we're running above --

13 MR. STRAND: Your Honor, excuse me.

14 MR. ISAACSON: He opened the door.

15 THE COURT: He's rephrasing.

16 BY MR. ISAACSON:

17 Q. By 2011, what did they rise to?

18 A. By 2011, I believe they were up above 8. So 8 out  
19 of 10.

20 MR. ISAACSON: All right. I have no more  
21 questions for you.

22 MR. STRAND: I just have one.

23 Will you please forgive me if I in any way  
24 insulted you with my comment. I meant no harm.

25 THE WITNESS: No worries. Thank you.

1                   MR. STRAND: Thank you. No further questions,  
2 Your Honor.

3                   THE COURT: Thank you. Ladies and gentlemen,  
4 that will conclude our evidence for today. I give you the  
5 longer form of the caution because it's the longer break  
6 that carries us over until tomorrow morning and it's so  
7 important that you keep this in mind at all times.

8                   I remind you that you're not to discuss the case  
9 with anyone or permit anyone to discuss it with you or in  
10 your presence.

11                  I remind you that this caution includes  
12 discussing the case in any way over the Internet, through  
13 e-mails, or text messaging.

14                  I caution you not to read, watch, or listen to  
15 any report or commentary on this case by any medium of  
16 information, including certainly the Internet, newspapers,  
17 radio, or any other form of communication.

18                  Very important, I caution you not to do any  
19 research or make any independent investigation concerning  
20 this case on your own. You should not consult  
21 dictionaries, search the Internet, perform Google searches  
22 or make any other investigation about the case on your own.

23                  I previously told you how important it is that  
24 when the jury decides this case, it's absolutely critical  
25 that you all decide it based on having seen and heard the

1 exact same evidence presented in this courtroom.

2 I caution you to keep an open mind until all the  
3 witnesses and the evidence has been presented, you have  
4 been instructed on the law which will apply to this case by  
5 me, and you've heard the arguments of the attorneys in  
6 their closing statements.

7 If you've taken any notes, be careful to leave  
8 those in the jury room. They are protected there.

9 And with that, I'll wish you a pleasant evening.  
10 I thank you for your attention today, your timeliness, and  
11 we will start tomorrow morning promptly at 8:00 a.m.

12 Thank you. You may step down and have a  
13 pleasant evening.

14 COURTROOM ADMINISTRATOR: Please rise.

15 (The proceedings adjourned at 2:11 p.m.)

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I certify that the foregoing is a correct  
transcript from the record of proceedings  
in the above-entitled matter.

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Donna Davidson, RDR, CRR, CCR #318 Official Reporter	9/23/15 Date

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